

CAUSE NO. 067-333679-22

DENNIS TARRANT, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

SOUTHLAND HOLDINGS LLC,

Defendant.

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IN THE DISTRICT COURT

67TH JUDICIAL DISTRICT

TARRANT COUNTY, TEXAS

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (“Class Settlement Agreement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiff Dennis Tarrant (“Class Representative” or “Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel, William B. Federman of FEDERMAN & SHERWOOD and David K. Lietz of MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC, and (ii) Defendant Southland Holdings, LLC. (“Southland”), by and through its counsel, Kimberly S. Moore of CLARK HILL. The Class 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.

This class action litigation arose from a September 2021 cyberattack and resulting data breach perpetrated upon Southland that allowed a third-party access to some of Southland’s computer systems and data resulting in access to allegedly sensitive personal information associated with current and former Southland employees, including Plaintiff. Southland is a holding company for multiple construction companies that, in the course of its business, collects

personally identifiable information (“PII”) and protected health information (“PHI”) from its employees.

Plaintiff brought this action individually and on behalf of all persons whose personally identifiable information (“PII”) was potentially compromised and subject to unauthorized access and possibly exfiltration, theft, or disclosure as a direct result of the breach of Southland’s information system’s security, an event disclosed on or around April 8, 2022 (the “Data Breach”). The initial complaint was filed May 20, 2022 in the 67th District Court for Tarrant County, Texas, and plead claims for negligence, breach of implied contract, negligence per se, and unjust enrichment, (the “Litigation”). On December 15, 2022, Southland filed a plea to the jurisdiction and a motion to dismiss. This plea and motion was fully briefed and argued by the Parties, and the Court subsequently denied the motion and plea.

After motion practice, a period of informal discovery and mutual exchange of information, and formal discovery consisting of interrogatories and document requests, the Parties agreed to a formal mediation. On September 12, 2023, the Settling Parties engaged in an arms-length mediation before Christopher Nolland, Esq. Mr. Nolland is a highly sought after and accomplished mediator with experience mediating data breach cases. The case did not settle at mediation, but the Parties continued to engage in a dialogue over a possible resolution. After a second formal mediation session with Mr. Nolland that occurred on September 14, 2023, and follow-up negotiations, the Settling Parties reached an agreement to resolve all claims arising from or related to the Incident. The Parties reduced the Settlement Agreement to a Term Sheet executed on October 9, 2023. Subsequently, the Settling Parties worked on preparing this Settlement Agreement and the associated exhibits. The Settling Parties finalized this Class Settlement Agreement on or about December 14, 2023.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves

all actions, proceedings, and claims against Southland and the Released Parties that are asserted in, arise from, or relate to Plaintiff's complaint filed in the Litigation (including, without limitation, all claims that relate to or arise from the Incident), as well as all other actions by and on behalf of individuals or putative classes arising from the matters referenced in those complaints.

I. CLAIMS OF PLAINTIFF AND BENEFITS OF THE CLASS SETTLEMENT

Plaintiff believes the claims asserted in the Litigation, as set forth in the Complaint filed in the Litigation, have merit. Plaintiff and Plaintiff's Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Southland and the Released Parties through motion practice, trial, and potential appeals. They have also considered the uncertain outcome, particularly in an area which remains in a state of development, and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff's Counsel assert that they are highly experienced in class action litigation, particularly in the area of data breach incident litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. In addition, Southland contends Plaintiff will face difficulties in certifying a class, proving liability and causation, and establishing compensable damages on a class-wide basis. While Plaintiff's Counsel believe Plaintiff would prevail on class certification and liability issues as to Southland, they nevertheless acknowledge the risks involved in litigation and believe settlement is in the best interests of the Settlement Class. Plaintiff's Counsel have determined that the settlement set forth in this Class Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiff and the Settlement Class.

II. DENIAL OF WRONGDOING AND LIABILITY

Southland denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit. Southland denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Southland has concluded that further Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. Southland has also considered the uncertainty and risks inherent in any litigation. Southland has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, and Southland that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, except as to those Settlement Class Members who timely opt out of the Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement. The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1. DEFINITIONS

As used in this Class Settlement Agreement, the following terms have the meanings specified below:

1.1 “Administration Costs” means all costs and expenses associated with providing notice of the Class Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Class Settlement Agreement.

1.2 “Agreement” or “Class Settlement Agreement” means this Class Settlement Agreement and Release.

1.3 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Plaintiff’s Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation.

1.4 “Claims Administration” means the processing of payments to Settlement Class Members by the Claims Administrator.

1.5 “Claims Administrator” means Atticus Administration LLC (“Atticus”), a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, or, if Atticus is not approved by the Court, such other company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation that is selected by Southland and agreed upon by Plaintiff whose agreement will not be unreasonably withheld and approved by the Court.

1.6 “Claim Form” shall mean the form used by Settlement Class Members to file claims for the benefits offered in this settlement, substantially in the form attached hereto as **Exhibit A**, as approved by the Court.

1.7 “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the long form notice (“Long Notice”) to be posted on the settlement website and a summary notice to be sent via first-class U.S. mail to the individuals who received formal notice of the Incident from Southland (“Short Notice”),

substantially in the forms attached hereto as **Exhibits C and B**, respectively, as approved by the Court.

1.8 “Effective Date” means the date by which all of the events and conditions specified in Paragraphs 1.11 and 1.12 below for the Final Approval Order and Judgment to become Final have occurred or have 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 and Expenses Award or the Incentive 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 and Expenses Award and/or the Incentive Award.

1.9 “Final” means the occurrence of all of the following events: (a) the settlement pursuant to this Class Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); and (c) 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. Notwithstanding the foregoing, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Incentive Award made in this case shall not affect whether the Final Approval Order and Judgment is “Final” as defined herein or any other aspect of the Final Approval Order and Judgment.

1.10 “Final Approval Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

1.11 “Final Approval Order and Judgment” means the Court’s Order and Judgment Granting Final Approval of Class Action Settlement, which, among other things, approves this Class Settlement Agreement and the settlement of the Litigation as fair, adequate, and reasonable, and confirms the final certification of the Settlement Class, substantially in the form attached hereto as **Exhibit E**.

1.12 “Incident” means the September 2021 incident alleged in the Complaint filed by Plaintiff and the Litigation during which an authorized actor or unauthorized actors gained access to Southland’s computer systems and accessed, potentially compromised, and/or possibly exfiltrated files that contained current and former employees’ Personal Information (as defined herein), and that Southland disclosed to potentially-impacted individuals beginning on or about April 8, 2022.

1.13 “Litigation” means the action filed on May 20, 2022 in the 67th District Court for Tarrant County, Texas by Plaintiff Dennis Tarrant and captioned *Dennis Tarrant, individually and on behalf of all similarly situated persons v. Southland Holdings LLC.*, Case No. 067-333679-22CJ-2022-02500.

1.14 “Notice Deadline” means the date by which notice to the Settlement Class shall be commenced, and shall be thirty (30) days after the entry of the Preliminary Approval Order.

1.15 “Objection Deadline” means sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

1.16 “Opt-Out” means a Settlement Class Member (a) who timely submits a properly completed and executed Request for Exclusion, (b) who does not rescind that Request for Exclusion before the Opt-Out Deadline, and (c) as to whom there is not a successful challenge to the Request for Exclusion.

1.17 “Opt-Out Deadline” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

1.18 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

1.19 “Personal Information” means information that may have been exposed, compromised, or accessed during the Incident, including full names, addresses, and Social Security numbers.

1.20 “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement of the Litigation, and approval of the form and method of Class Notice, substantially in the form set forth in **Exhibit D**.

1.21 “Released Claims” means all causes of action and claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member, including Plaintiff, against any of the Released Parties based on, relating to, concerning, or arising out of the Incident, the alleged compromising and/or theft of Personal Information as a result of the Incident, and the allegations, facts, or circumstances described in the Complaint and the Litigation including, but not limited to negligence; negligence *per se*; breach of contract; breach of implied contract; breach

of fiduciary duty; breach of confidence; invasion of privacy; 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 any claims for relief including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees 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, the appointment of a receiver, and any other form of relief. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.22 "Released Parties" means Southland and each of its past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and its past, present, and future directors, officers, employees, agents, insurers, shareholders, owners, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them.

1.23 "Releasing Parties" means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the settlement memorialized in this Class Settlement Agreement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

1.24 "Request for Exclusion" means a substantially completed and properly-executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member

under Paragraph 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it should: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian, or person acting under a power of attorney; and (c) clearly manifest the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

1.25 "Service Award" means such funds as may be awarded by the Court to the Plaintiff for their service as Plaintiff and Class Representative.

1.26 "Settlement Claim" means a claimant's claim for relief under the terms of this Class Settlement Agreement.

1.27 "Settlement Class" means all persons Southland identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach on or about April 8, 2022. Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Southland's officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

1.28 "Settlement Class Counsel" means William B. Federman of FEDERMAN & SHERWOOD and David K. Lietz of MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC.

1.29 “Settlement Class Member” means a member of the Settlement Class. The Settling Parties believe that there are approximately 11,499 Settlement Class Members.

1.30 “Settlement Costs” means all costs of the settlement including the costs of carrying out the Notice Program, as set forth in Paragraph 4 herein, Claims Administration, any Attorneys’ Fees and Expenses Award, any Service Award to Plaintiff, and all other expenses or costs related to the settlement, and payments of valid claims to the Settlement Class Members.

1.31 “Settling Parties” means, collectively, Southland and Plaintiff Dennis Tarrant, individually and on behalf of the Settlement Class.

1.32 “Unknown Claims” means any of the Released Claims that Releasing Parties do not know or suspect to exist in their favor at the time of the release of the Released Parties and that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Releasing Parties expressly shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and 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.

Releasing Parties may hereafter discover facts in addition to, or different from, those that they now

know or believe to be true with respect to the subject matter of the Released Claims, but Releasing Parties expressly shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims including Unknown Claims.

1.33 All time periods described in this Class Settlement Agreement in terms of “days” shall be in calendar days unless otherwise expressly stated herein.

2. SETTLEMENT CONSIDERATION

2.1 In consideration for the releases contained in this Class Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, Southland will perform all the following:

2.2 Southland will agree to make the following compensation available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by the Claims Administrator, and Claimants will have the opportunity to seek review by the Parties’ counsel, if they dispute the Claims Administrator’s initial determination.

2.2.1 Credit Monitoring. Southland will extend the time for Settlement Class members to enroll in IDX by six (6) months from the date the Settlement is finally approved (hereafter, the “Extended Enrollment Period”). Southland will provide an additional thirty (30) months of identity protection support through IDX;

2.2.2 Alternative Compensation. In the alternative to Credit Monitoring, Settlement Class members whose name, address, Social Security Number, and/or driver’s license number were accessed (or which may have been accessed) during the Data

Breach will receive payment in the amount of \$35.00 (“Alternative Compensation”). To request the Alternative Compensation, Class members will simply need to confirm that they have taken other actions they deem appropriate to protect their credit and personal data, that they decline the Credit Monitoring offered by the settlement, and that they wish to receive the Alternative Compensation instead through the claims process;

2.2.3 Settlement Class members whose name, address, Social Security Number, and/or driver’s license number were used to apply for and/or finalize loan applications as a result of the Data Breach will be paid \$80.00 including the time spent dealing with Data Breach; all claimants of this relief must attest that between September 21, 2021, to the present, they experienced fraudulent lines of credit (via loan or credit card) or attempted lines of credit (via loan or credit card) resulting from the Data Breach to include supporting documentation (not self-prepared);

2.2.4 Settlement Class Members whose name, address, Social Security Number, and/or driver’s license number to apply for and/or finalize credit card applications as a result of the Data Breach will be paid \$125.00 including the time spent dealing with Data Breach; all claimants of this relief must attest that between September 21, 2021, to the present, they experienced fraudulent lines of credit (via loan or credit card) or attempted lines of credit (via loan or credit card) resulting from the Data Breach to include supporting documentation (not self-prepared);

2.2.5 Settlement Class Members who were denied funding due to flagged credit resulting from the Data Breach will be paid \$125.00 including the time spent dealing with Data Breach; all claimants for this relief must attest that between September 21,

2021, to the present, they were denied funding (via loan or credit card) due to their flagged credit resulting from the Data Breach to include supporting documentation (not self-prepared);

2.2.6 Settlement Class Members whose name, address, Social Security Number and/or driver's license number was accessed (or which may have been accessed) during the Data Breach and who experienced(d) identity theft and/or false/fraudulent tax returns after September 21, 2021, will be paid \$250.00 for any out-of-pocket losses they may have suffered, including the time spent dealing with Data Breach; all claimants of this relief must attest that between September 21, 2021, to the present, they experience(d) identity theft and/or false/fraudulent tax returns to include supporting documentation (not self-prepared).

These payments to the Settlement Class will not be cumulative. Rather, Settlement Class Members will receive one payment at the highest payout applicable to their facts.

2.3 Assessing Claims for Documented Losses. The Claims Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Claims Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Ordinary or Extraordinary Losses reflect valid Unreimbursed Economic Losses actually incurred that are fairly traceable to the Data Security Incident, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Claims Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

2.4 Assessing Claims for Lost Time. The Claims Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Lost Time, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Claims Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

2.5 Assessing Claims for Alternative Compensation. The Claims Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Compensation. However, the Claim Form must clearly indicate that the Settlement Class Member is electing to claim the Alternative Compensation in lieu of any other monetary benefits made available under this Settlement Agreement and, specifically, Paragraph 2.2.3, 2.2.4, 2.2.5 and 2.2.6 above. The Claims Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Claims Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for Alternative Compensation or any other benefits made available under this Settlement Agreement.

2.6 Disputes. To the extent the Claims Administrator determines a claim for Unreimbursed Economic Losses or Lost Time is deficient in whole or part, within a reasonable time of making such a determination, the Claims Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure

the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Claims Administrator, fails to do so, the Claims Administrator shall notify the Settlement Class Member of that determination within ten (10) days. The Claims Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

3. PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL

3.1 As soon as practicable after the execution of the Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in **Exhibit D**. The motion seeking entry of a Preliminary Approval Order shall request that the Court, *inter alia*:

- a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;
- b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;
- c) Preliminarily certify the Settlement Class for settlement purposes only;
- d) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;
- e) Appoint Plaintiff as the Settlement Class Representative for settlement purposes only;
- f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;

- g) Approve the Notice Program, as set forth in Paragraph 4 herein, and set the dates for the Opt-Out Deadline, and Objection Deadline;
- h) Approve the form and contents of a Long Notice substantially similar to the one attached hereto as **Exhibit C**, and a Short Notice substantially similar to the one attached hereto as **Exhibit B**, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, and the date, time, and place of the Final Approval Hearing;
- i) Appoint a Claims Administrator; and
- j) Schedule the Final Approval Hearing.

3.2 Southland will consent to the entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as **Exhibit D** and is otherwise consistent with this Class Settlement Agreement.

3.3 Settlement Class Counsel and Southland shall request that the Court hold a Final Approval Hearing after notice is completed and at least one hundred (100) days after the Notice Date, and grant final approval of the Class Settlement Agreement as set forth herein.

3.4 The proposed Final Approval Order and Judgment that shall be filed with the motion for final approval shall be substantially in the form attached hereto as **Exhibit E** and shall, among other things:

- a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class;

- c) Determine that the Notice Program, as set forth in Paragraph 4 herein, satisfies due process requirements;
- d) Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and
- e) Release and forever discharge Southland and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

4 NOTICE PROGRAM

4.1 Within (140) calendar days of entry of the Preliminary Approval Order, Southland will provide the Claims Administrator with a list of Settlement Class Members Southland has been able to identify in such format as requested by the Claims Administrator which will include, to the extent available, the name and physical mailing address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members by direct U.S. mail, pursuant to the Preliminary Approval Order and the Notice Program, as described in Paragraph 4 herein, and in compliance with all applicable laws including, but not limited to, the Due Process clause of the United States and Texas Constitutions, and to be effectuated pursuant to the provisions set forth below, the costs of which shall be a Settlement Cost. The Claims Administrator must maintain the list of Settlement Class Members provided by Southland pursuant to this Paragraph 4.1 in strict confidence and may not share the list with anyone other than Southland.

4.2 Class Notice shall be provided to the Settlement Class as follows:

a) Within thirty (30) days after receiving the list of Settlement Class Members from Southland, the Claims Administrator shall send the Summary Notice as follows:

- (i) The Claims Administrator will send the Summary Notice (in postcard form) by first-class U.S. mail, postage prepaid;
- (ii) For any Short Notice (in postcard form) that has been mailed via first-class U.S. mail and returned by the U.S. Postal Service (“U.S.P.S.”) as undeliverable, the Claims Administrator shall re-mail the notice to the forwarding address, if any, provided by the U.S.P.S. on the face of the returned mail;
- (iii) Neither the Settling Parties nor the Claims Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph 4.2; and
- (iv) In the event the Claims Administrator transmits a Short Notice via first-class U.S. mail, then the Claims Administrator shall perform any further investigations deemed appropriate by the Claims Administrator, including using the National Change of Address (“NCOA”) database maintained by the U.S.P.S., in an attempt to identify current mailing addresses for individuals whose names are provided by Southland, so long as the costs of such efforts are proportionate with the amount of the estimated payments to such individuals.

b) The Claims Administrator shall establish a dedicated settlement website that includes this Class Settlement Agreement, the complaint filed in the Litigation, and the Long Notice approved by the Court. The Claims Administrator shall maintain and update the settlement website until all payments have been made to Settlement Class Members pursuant to Paragraph 2,

above. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Class Settlement Agreement, and the motion for an Attorneys' Fees and Expenses Award and Incentive Awards and other relevant filings. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational from the Notice Date until one-hundred eighty (180) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Southland.

4.3 The Short Notice and Long Notice shall be finalized by the Settling Parties no less than seven (7) days before they are sent to the Settlement Class Members. Plaintiff shall prepare these documents, subject to Southland's approval, leaving sufficient time for back-and-forth for review and edits.

4.4 The Short Notice or Long Notice approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

4.5 Prior to the Final Approval Hearing, counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

5 OPT-OUT PROCEDURES

5.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

5.2 To be effective, a Request for Exclusion must be postmarked no later than sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

5.3 Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

5.4 All Persons who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Class Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

6 **OBJECTION PROCEDURES**

6.1 Each Settlement Class Member who does not file a timely Request for Exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Class Settlement Agreement to send their written objections to the Claims Administrator at the address indicated in the Summary Notice and Long Notice. The Long Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections.

6.2 All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

- a) the objector's full name, address, telephone number, and email address (if any);
- b) a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- c) the identity of any counsel representing the objector;
- d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- e) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

6.3 Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

6.4 To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline, subject to Court approval.

6.5 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Paragraph 6 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Class Settlement Agreement, and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Class Settlement Agreement shall be through the provisions of this Paragraph 6.

7 CLAIMS ADMINISTRATION

7.1 The Claims Administrator shall administer and calculate the payments to Class

Members.

7.2 No Person shall have any claim against the Claims Administrator, Southland, the Released Parties, Southland's counsel, Settlement Class Counsel, Plaintiff's Counsel, and/or the Plaintiff based on distribution of Award payments to Settlement Class Members.

7.3 The Claims Administrator will send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal or Venmo, and agreed-upon by the Settling Parties) or issue checks for payments to Settlement Class Members within thirty (30) days after the Effective Date. No distributions will be made without authorization from the Settling Parties. Award payment checks shall be sent by first-class U.S. mail. Award payment checks (electronic and paper) shall be valid for a period of one hundred and eighty (180) days from issuance, and shall state, in words or substance that the check must be cashed within one hundred and eighty (180) days, after which time it will become void. In the event an Award payment check becomes void, the Settlement Class Member to whom that Award payment check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further recourse against the Released Parties, and the Class Settlement Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and ninety (190) days from the issuance of the Award payment checks, the Claims Administrator shall take all steps necessary to stop payment on any Award payment checks that remain uncashed.

7.4 All Settlement Class Members who fail to timely cash their Award payment check shall be forever barred from receiving an Award payment pursuant to this Class Settlement Agreement, but will in all other respects be subject to, and bound by, the provisions of this Class

Settlement Agreement, including the releases contained herein, and the Final Approval Order and Judgment.

8 RELEASES

8.1 Upon the Effective Date, the Releasing Parties will be deemed by operation of this Class Settlement Agreement and the Final Approval Order and Judgment to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Southland and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Parties, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Class Settlement Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

8.2 Upon entry of the Final Approval Order and Judgment, the Releasing Parties shall be barred from initiating, asserting, or prosecuting against Southland and any Released Parties any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order and Judgment.

9 THE ATTORNEYS' FEES AND EXPENSES AWARD AND INCENTIVE AWARDS

9.1 Settlement Class Counsel may file a motion seeking reasonable attorneys' fees and out-of-pocket case expenses in an amount not to exceed \$200,000. Defendant shall pay the attorneys' fees and out-of-pocket case expenses ordered by the Court.

9.2 Settlement Class Counsel will also request from the Court a Service Award for the Class Representative in the amount of Three Thousand Five Hundred Dollars (\$3,500.00), to be

paid by Defendant. Southland will not object to Class Representative's request for Service Award payment, unless Plaintiff's request exceeds the terms outlined in this Class Settlement Agreement.

9.3 Within twenty-one (21) days after the Effective Date, Defendant shall pay the attorneys' fees, expenses, and service award to an account designated by Settlement Class Counsel. After the Attorneys' Fees and Expenses Award and the Service Award have been deposited into this account, Settlement Class Counsel shall be responsible for distributing any Service Award to Plaintiff and shall have sole discretion in allocating such attorneys' fees and expenses, and distributing to each participating Plaintiff's Counsel firm an allocated share of such attorneys' fees and expenses to that firm. Southland shall have no responsibility for distribution of attorneys' fees or costs among participating firms.

9.4 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

9.5 Southland shall not be liable for any additional attorneys' fees and expenses of Plaintiff's Counsel or Settlement Class Counsel in the Litigation.

10 **CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

10.1 Southland's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, Southland has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further

obligations under this Class Settlement Agreement to the Plaintiff, the Settlement Class, or Plaintiff's Counsel/Settlement Class Counsel, unless each of the following conditions occur:

- a) The Court has entered a Preliminary Approval Order;
- b) The Court enters a Final Approval Order and Judgment; and
- c) The Effective Date has occurred.

10.2 If all of the conditions in Paragraph 10.1 are not fully satisfied and the Effective Date does not occur, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Southland's counsel mutually agree in writing to proceed with the Class Settlement Agreement.

10.3 In the event that the Class Settlement Agreement is not approved by the Court or the Class Settlement Agreement is terminated in accordance with its terms: (a) 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 litigant, which extension shall be subject to the decision of the Court; (b) Southland will still bear any costs of notice and administration through the date of termination, and (c) the terms and provisions of the Class 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 Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any Attorneys' Fees and Expenses Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of the

Class Settlement Agreement.

10.4 For the avoidance of doubt, Southland conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement is not fully approved or is otherwise terminated for any reason, Southland reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor anything relating to the Class Settlement Agreement, including any Court orders, shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than the settlement set forth in this Class Settlement Agreement.

11 THE COURT RETAINS JURISDICTION OVER THE ACTION

11.1 The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12 MISCELLANEOUS PROVISIONS

12.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

12.2 The Settling Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Class Settlement Agreement 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 set forth in this Class Settlement Agreement 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.

12.3 Neither the Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission, or evidence, of the validity or lack thereof of any of the Released Claims or of any wrongdoing or liability of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (b) is or may be deemed to be or may be used as an admission, or evidence, of any fault or omission of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Class Settlement Agreement 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.

12.4 The Class 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. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

12.5 The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

12.6 The Class Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Texas, and the rights and obligations of the parties to the Class Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Texas without giving effect to that State's choice of law principles.

12.7 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

12.8 The individuals signing this Class Settlement Agreement on behalf of Southland represent that they are fully authorized by Southland to enter into, and to execute, this Class Settlement Agreement on its behalf. Plaintiff's Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Southland on behalf of Plaintiff, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

12.9 None of the Settling Parties shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

12.10 The Settling Parties agree that, subject to Paragraph 12.3 of this Agreement, this Class Settlement Agreement, and the Final Approval Order and Judgment following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

12.11 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall continue in full force and effect without said provision to the extent Southland does not exercise its right to terminate under Paragraph 10 of this Class Settlement Agreement.

12.12 If applicable, within thirty (30) days after Award payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in connection with the Litigation and Class Settlement Agreement, and certify the same.

12.13 All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (a) by hand delivery, (b) by registered or certified mail, return

receipt requested, postage pre-paid, or (c) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

Plaintiff and the Settlement Class:	Southland
William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Oklahoma City, OK 73120 Telephone: (405) 235-1560 Facsimile: (405) 239-2112 wbf@federmanlaw.com	Kimberly S. Moore CLARK HILL 2600 Dallas Parkway, Suite 600 Frisco, TX 75093 Telephone: (469) 287-3922 Facsimile: (469) 2276563 ksmoore@clarkhill.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph 12.13.

12.14 The Plaintiff, Plaintiff's Counsel/Settlement Class Counsel, Southland and Southland's counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by the Plaintiff, all Plaintiff's Counsel/Settlement Class Counsel, and by counsel for and representative(s) of Southland.

12.15 The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application.

12.16 Plaintiff is permitted to make a public announcement (via posting on Plaintiff's attorneys' website(s), issuing a press release, or some other form of public announcement) that the

Settlement has been preliminarily approved and to refer potential class member to the settlement administrator or its website.

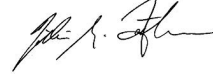
12.17 For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Class Settlement Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Dated: 12/15/2023, 2023

DocuSigned by: 
3EC1E3E067C645C...
Dennis Tarrant, Plaintiff

Dated: December 18, 2023


William B. Federman
Plaintiff's Counsel and Proposed Settlement Class Counsel

Dated: _____, 2023

Southland Holdings LLC., Defendant
By: _____
Its: _____

Dated: _____, 2023

Kimberly S. Moore
*Counsel for Defendant
Southland Holdings LLC*

Settlement has been preliminarily approved and to refer potential class member to the settlement administrator or its website.

12.17 For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Class Settlement Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Dated: _____, 2023

Dennis Tarrant, *Plaintiff*

Dated: _____, 2023

William B. Federman

Plaintiff's Counsel and Proposed Settlement Class Counsel

Dated: 12/20/2023, 2023

DocuSigned by:


SOUTHLAND HOLDINGS LLC., Defendant

By: Jim Van Horn
Its: Chief Legal Officer

Dated: December 20, 2023, 2023



Kimberly S. Moore

*Counsel for Defendant
Southland Holdings LLC*

EXHIBIT A

CLAIM FORM

Tarrant v. Southland Holdings LLC., No. 067-333679-22

The DEADLINE to submit or mail this Claim Form is: [MONTH __, 2023]

GENERAL INSTRUCTIONS

If your Private Information (name, address, Social Security number, and driver’s license number and additional personally identifiable information) was compromised or potentially compromised in the Data Security Incident, you are a “Settlement Class Member.” If you received a notice about this class action Settlement addressed to you, then the Settlement Administrator has already determined that you are a Settlement Class Member.

As a Settlement Class Member, you are eligible to receive thirty months of credit monitoring services, **or** (2) a cash payment. You are also eligible to receive compensation for documented unreimbursed economic losses.

CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes before the Settlement benefits are issued, you must notify the Settlement Administrator.

First Name M.I. Last Name
[Grid for name information]

Alternative Name(s)
[Grid for alternative name]

Mailing Address, Line 1: Street Address/P.O. Box
[Grid for mailing address line 1]

Mailing Address, Line 2:
[Grid for mailing address line 2]

City: State: Zip Code:
[Grid for city, state, and zip code]

Telephone Number (Home) Telephone Number (Mobile)
[Grid for home and mobile phone numbers]

Email Address (Required for Credit Monitoring Services)
[Grid for email address]

Date of Birth (mm/dd/yyyy) Claim Number Provided on mailed Notice (if known)
[Grid for date of birth and claim number]

BENEFIT SELECTION

You may select 30 months of Credit Monitoring OR an Alternative Compensation of \$35.00. You may also select cash compensation for PII misused for fraudulent loan applications, misused for fraudulent credit card application, denial of funding due to flagged credit, or identity theft/fraudulent tax returns.

1. CREDIT MONITORING:

If you wish to receive 30 months of Credit Monitoring Services, check the box below, provide your email address in the space provided above, sign, and return this Claim Form. Submitting this Claim Form will not automatically enroll you in Credit Monitoring Services. To enroll, you must follow the instructions that will be sent to you using the email address you provided above after the Settlement is approved and becomes final (the “Effective Date”).

Questions? Go to [www.\[website\].com](http://www.[website].com) or call [phone number].

I would like to receive 30 months Credit Monitoring Services. I have provided my email address above.

2. ALTERNATIVE COMPENSATION

As an alternative to the credit monitoring (and not in addition to), if you wish to receive a \$35 cash payment, check the box below:

I would like to receive a \$35 cash payment, and decline the Credit Monitoring Services. I confirm that I have taken other actions appropriate to protect my credit and personal data.

3. COMPENSATION FOR MISUSE OF DATA:

In addition to claiming the credit monitoring OR the alternative compensation,, you may choose to claim the monetary benefits offered below if you qualify to do so. You may only choose one of these payments, even if you suffered multiple forms of misuse of your data.

A. Compensation for Fraudulent Loan Applications: If your name, address, Social Security Number, and/or driver's license number were used to apply for and/or finalize loan applications as a result of the Data Breach, you may claim \$80.00 including the time spent dealing with Data Breach;

I attest, swear, and affirm that between September 21, 2021, to the present, I experienced fraudulent lines of credit (via loan or credit card) or attempted lines of credit (via loan or credit card) resulting from the Data Breach, and claim \$80.00.

NOTE: You must include documentation supporting your claim for Fraudulent Loan Applications. An example of the documentation required would be a letter from a bank or credit card company confirming that a fraudulent loan was applied for in your name. Handwritten receipts are, by themselves, **not** sufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

B. Compensation for Fraudulent Credit Card Applications: If your name, address, Social Security Number, and/or driver's license number were used to apply for and/or finalize credit card applications as a result of the Data Breach, you may claim \$125.00 including the time spent dealing with Data Breach;

I attest, swear, and affirm that between September 21, 2021, to the present, I experienced fraudulent lines of credit (via loan or credit card) or attempted lines of credit (via loan or credit card) resulting from the Data Breach, and claim \$125.00

NOTE: You must include documentation supporting your claim for Fraudulent Credit Card Applications. An example of the documentation required would be a letter from a bank or credit card company confirming that a fraudulent credit card was applied for in your name. Handwritten receipts are, by themselves, **not** sufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

C. Compensation for Denial of Funding Due to Flagged Credit: If you were denied funding due to flagged credit as a result of the Data Breach, you may claim \$125.00 including the time spent dealing with Data Breach.

I attest, swear, and affirm that between September 21, 2021, to the present, I was denied funding (via loan or credit card) due to flagged credit resulting from the Data Breach, and claim \$125.00.

NOTE: You must include documentation supporting your claim for Denial of Funding Due to Flagged Credit. An example of the documentation required would be a letter from a bank or other financial services company

EXHIBIT B

DocuSign Envelope ID: C901B107-7215-445F-80A9-CCC3BBBCCB5F4

LEGAL NOTICE

If your personal information was maintained by Southland Holdings LLC during the September 2021 Data Security Incident, you may be entitled to benefits from a class action settlement.

A federal district court authorized this Notice.

**1-XXXX-XXXX-XXXX
www.[website].com**

XXXX

Southland Settlement Administrator

P.O. Box _____
City, ST _____

First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX-«ClaimID» - «MailRec»
«FirstI» «Last I»
«CO»
«Addr 1» «Addr2»
«City», «St» «Zip»
«Country»

DocuSign Envelope ID: C901B107-7215-445F-80A9-CCC3BBBCB5F4

A settlement has been proposed in a class action lawsuit against Southland Holdings LLC. (“Defendant” or “Southland”) relating to the potential unauthorized access of personal information to an unauthorized third party that occurred in September 2021 as part of a cyberattack (“Data Security Incident”). Defendant denies all liability.

Who is included? Southland’s records indicate that you are included in the Settlement. The Settlement includes those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach on or about April 8, 2022 (“Settlement Class Members”).

What does the Settlement provide? The Settlement provides Settlement Class Members with the right to claim 30 months of credit monitoring, or a cash payment of \$35.00. In addition, Settlement Class Members who qualify may choose to claim cash compensation for documented fraudulent loan applications, for fraudulent credit card application, denial of funding due to flagged credit, or identity theft/fraudulent tax returns.

How do I get benefits? You must complete and submit a Claim Form by **Month [redacted], 2023**. Claim Forms are available and may be filed online at [www.\[website\].com](http://www.[website].com). You may also call the Claims Administrator at [number] and request a paper claim form be mailed to you.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month [redacted], 2023**. Unless you exclude yourself from the Settlement, you will not be able to sue Southland or its related parties for any claim released by the Settlement Agreement. If you do not exclude yourself from the Settlement, you may object and notify the Court that you or your lawyer intend to appear at the Court’s fairness hearing. Objections are due **Month [redacted], 2023**.

The Court’s Fairness Hearing. The Court will hold a final fairness hearing in this case (*Tarrant v. Southland Holdings LLC*, No. 067-333679-22) on **Month [redacted], 2024**, at **[redacted] m.** at the Tom Vandergriff Civil Courts Building - 4th Floor, 100 North Calhoun Street, Fort Worth, TX 76196. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel’s request for up to \$200,000 in attorneys’ fees and reimbursement of costs; and (3) \$3,500 Service Award to the Class Representative. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

EXHIBIT C

Notice of Southland Holdings LLC. Data Breach Class Action Settlement

If you received notice from Southland Holdings LLC that your personal information was potentially compromised in the Data Breach disclosed in April 2022, you could get a payment from a class action settlement.

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

Please read this Notice carefully and completely, your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Southland Holdings LLC. (“Southland” or “Defendant”). The Settlement resolves claims brought by employees and former employees impacted by the data incident in September 2021 and resulting in the potential compromise of employees’ Personal Identifying Information (“PII”) (the “Data Breach”).
- You may be eligible to claim 30 months of credit monitoring; or
- You also be eligible to receive a cash payment of \$35.00 in lieu of the credit monitoring; or
- You may be eligible to claim cash compensation (up to \$250.00) for Personal Information misused for fraudulent loan application(s), fraudulent credit card application(s), denial of funding due to flagged credit, or identity theft/fraudulent tax returns.
- To receive a payment, you must complete and submit a claim form.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment or credit monitoring.	Online or Postmarked by [DATE] .

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-**XXX-XXX-XXXX**.

EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own lawsuit against Southland for the same claims resolved by this Settlement.	Postmarked by [DATE] .
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on [DATE] about the fairness of the Settlement, with or without your own attorney.	Received by [DATE] .
DO NOTHING	Get no payment and be bound by the terms of the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this notice?

You received this notice because you have been identified as an individual impacted by the Data Breach, including all those who were sent a Notice of Data Breach on or about April 8, 2022. A similarly situated individual brought a proposed class action lawsuit against Southland in May 2022, alleging that Southland was negligent due to its data security practices. Southland denied the allegations and denied that it would be found liable. The parties have now reached a proposed settlement of the lawsuit.

A court authorized this notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against Southland will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The case is *Tarrant v. Southland Holdings LLC*, Case No. 067-333679-22, currently pending in the District Court for the 67th Judicial District, Tarrant County, Texas. The Honorable Don Cosby, District Court Judge, is in charge of this case.

2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from a Data Security Incident whereby a cybercriminal gained unauthorized access to certain of Southland’s computer systems and data resulting in potential access to allegedly sensitive personal information associated with current and former Southland customers. Southland is a holding company for multiple construction companies that, in the course of its business, collects personally identifiable information (“PII”) and protected health information (“PHI”) from its employees. The lawsuit asserts common law claims against Southland for alleged negligent data security practices, alleged breach of contract, and unjust enrichment.

Defendant denies any allegation of wrongdoing and denies that Plaintiff would prevail or be entitled to any relief should this matter proceed to be litigated.

3. What is a class action?

In a class action one or more people called “Class Representatives” sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The person who sued here is called the Plaintiff. The entity they sued—Southland—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Class Representative and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class is defined as: “all persons Southland identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach on or about April 8, 2022.”

There are approximately 11,499 Class Members.

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Southland’s officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Claims Administrator, at 1-XXX-XXX-XXXX or you can visit [www.\[website\].com](http://www.[website].com) for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement Provide?

Under the Settlement, Southland will provide: 1) 30 months of Credit Monitoring OR an Alternative Compensation of \$35.00; or 2) cash compensation for PII misused for fraudulent loan applications, for fraudulent credit card application, denial of funding due to flagged credit, or identity theft/fraudulent tax returns.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for one or more of the following settlement benefits.

Credit Monitoring. Southland will extend the time for Settlement Class members to enroll in IDX by six (6) months from the date the Settlement is finally approved (hereafter, the “Extended Enrollment Period). Southland will provide an additional thirty (30) months of identity protection support through IDX;

Alternative Compensation. In the alternative to Credit Monitoring, Settlement Class members whose name, address, Social Security Number, and/or driver’s license number were

accessed (or which may have been accessed) during the Data Breach will receive payment in the amount of \$35.00 (“Alternative Compensation”). To request the Alternative Compensation, Class members will need to confirm that they have taken other actions they deem appropriate to protect their credit and personal data, that they decline the Credit Monitoring offered by the settlement, and that they wish to receive the Alternative Compensation instead through the claims process.

Cash Compensation for Misused Data: In addition to either the credit monitoring or the alternative compensation, Settlement Class Members who qualify may claim the following cash compensation:

Settlement Class members whose name, address, Social Security Number, and/or driver’s license number were used to apply for and/or finalize loan applications as a result of the Data Breach will be paid \$80.00 including for the time spent dealing with Data Breach; all claimants of this relief must attest that between September 21, 2021, to the present, they experienced fraudulent lines of credit (via loan or credit card) or attempted lines of credit (via loan or credit card) resulting from the Data Breach to include supporting documentation (not self-prepared);

Settlement Class Members whose name, address, Social Security Number, and/or driver’s license number to apply for and/or finalize credit card applications as a result of the Data Breach will be paid \$125.00 including for the time spent dealing with Data Breach; all claimants of this relief must attest that between September 21, 2021, to the present, they experienced fraudulent lines of credit (via loan or credit card) or attempted lines of credit (via loan or credit card) resulting from the Data Breach to include supporting documentation (not self-prepared);

Settlement Class Members who were denied funding due to flagged credit resulting from the Data Breach will be paid \$125.00 including for the time spent dealing with Data Breach; all claimants for this relief must attest that between September 21, 2021, to the present, they were denied funding (via loan or credit card) due to their flagged credit resulting from the Data Breach to include supporting documentation (not self-prepared);

Settlement Class Members whose name, address, Social Security Number and/or driver’s license number was accessed (or which may have been accessed) during the Data Breach and who experienced(d) identity theft and/or false/fraudulent tax returns after September 21, 2021, will be paid \$250.00 for any out-of-pocket losses they may have suffered, including for the time spent dealing with Data Breach; all claimants of this relief must attest that between September 21, 2021, to the present, they experience(d) identity theft and/or false/fraudulent tax returns to include supporting documentation (not self-prepared).

These payments to the Settlement Class will not be cumulative. Rather, Settlement Class Members will receive one payment/remedy at the highest payout applicable to their facts.

10. What am I giving up if I stay in the Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties concerning the claims released by this Settlement. The Settlement

Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at www.atticusadmin.com.

How to Get a Payment – Making A Claim

11. How can I get a payment?

You must complete and submit a Claim Form by [DATE]. Claim Forms may be submitted online at www.XXXX.com or printed from the website and mailed to the address on the form. If you are only claiming credit monitoring or the cash payment, you may use the tear-off claim form attached to the postcard notice mailed to you.

Be sure to read the Claim Form instructions carefully, include all required information, and your signature.

The Claims Administrator will review your claim to determine the validity and amount of your payment.

This is a closed class. The benefits are available only to Settlement Class Members with a unique ID. All claims submitted by non-Settlement Class Members will be rejected.

12. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim. Southland has agreed to pay the full amount of all approved claims.

Please note that approval of any claim for Cash Compensation for Misused Data is contingent upon you providing the required documentation for your claim.

13. When will I get my payment?

The Court will hold a hearing on [DATE], to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement website, www.atticusadmin.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

William B. Federman of FEDERMAN & SHERWOOD and David K. Lietz of MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys' fees and expenses of \$200,000.00. Southland has agreed to separately pay the attorneys' fees and expenses approved by the Court.

The amount of attorneys' fees and expenses awarded will not reduce the payment of any approved claims to you or other Settlement Class Members.

The Settlement Class is represented by an individual, Dennis Tarrant (the "Class Representative"). In addition to the benefits that the Class Representative will receive as a member of the Settlement Class—and subject to the approval of the Court—Class Counsel will ask the Court to award a \$3,500.00 Service Award to the Settlement Class Representative for the efforts he has expended on behalf of the Settlement Class. Southland has agreed to separately pay the Service Award awarded by the Court, and the payment of a Service Award will not reduce the Settlement Class benefits.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed service awards to the Class Representative. Class Counsel will file an application for fees, expenses, and service awards no later than [DATE]. The application will be available on the Settlement Website, www.atticus.com, or you can request a copy by contacting the Claims Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement Class.

You may opt out of the Settlement by [DATE]. To opt out, you must send a letter or postcard via U.S. mail to the address below. You should include the following in your letter or postcard:

- The name of this Litigation, or a decipherable approximation (*Tarrant v. Southland Holdings LLC*, Case No. 067-333679-22);
- Your full name, address, telephone number, and signature;
- The words "Requests for Exclusion" at the top of the document or a clear statement that you want to opt out of the settlement.

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than [DATE] to:

Southland Claims Administrator
P.O. Box XXXX
XXXXXX

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

18. If I am a Settlement Class Member and don't opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

19. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You can't ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

6.2 All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

- a) Your full name, address, telephone number, and email address (if any);

- b) a clear and detailed written statement that identifies the basis of the specific objection that you assert;
- c) the identity of any counsel representing you;
- d) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- e) your signature and the signature of your duly authorized attorney or other duly authorized representative (if any).

Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

Completed objections must also be submitted via postal mail to the Claims Administrator at the following address. The objection must be filed with the Claims Administrator, and must be postmarked – no later than [DATE].

Southland Claims Administrator
P.O. Box XXXX
XXXXX

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT'S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing (also called the Fairness Hearing) at [Date and Time], at the Tom Vandergriff Civil Courts Building - 4th Floor, 100 North Calhoun Street, Fort Worth, TX 76196 before Judge Don Cosby. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve a service award to the Class Representative. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, www.atticusadmin.com for updates.

Class Counsel will file a motion for final approval of the Settlement by [DATE]. Objectors, if any, must file any response to Class Counsel's motion by [DATE]. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses, and Service Awards will be filed by [DATE].

23. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you should include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. Notwithstanding the foregoing, it is in the judge's discretion to let you speak at the Fairness Hearing. You cannot speak at the hearing if you opt out or exclude yourself from the Class.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at www.XXXXXXX.com by reviewing the case docket and filings by visiting the office of the Clerk of the Court for the Texas District Court, 67th Judicial District, Tarrant County, at the Tom Vandergriff Civil Courts Building, 100 North Calhoun Street, Fort Worth, TX 76196 between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

27. How do I get more information?

Visit the website, www.atticusadmin.com, where you will find more information, including the claim form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Claims Administrator, Atticus, at 1-844-728-8428 or by writing to Attn: Southland Settlement at:

Southland Claims Administrator

P.O. Box XXXX

XXXXXXXXXXXXXXXXXX

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT D

CAUSE NO. 067-333679-22

DENNIS TARRANT, individually and on behalf of all others similarly situated,	:	IN THE DISTRICT COURT
	:	
	:	
Plaintiff,	:	67 th JUDICIAL DISTRICT
	:	
v.	:	
	:	TARRANT COUNTY, TEXAS
SOUTHLAND HOLDINGS LLC,	:	
	:	
Defendant.	:	

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval of Class Settlement. Dennis Tarrant (“Representative Plaintiff”), individually and on behalf of the proposed Settlement Class, and Defendant Southland Holdings LLC (“Southland” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

On September 21, 2021, Defendant was the subject of a cyberattack in which an unauthorized third party gained access to Southland’s network environment which contained certain information such as individuals’ personally identifiable information (“PII”).

Representative Plaintiff is the named plaintiff in this action and seeks to represent a class of all persons Southland identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach on or about April 8, 2022.

The Class Action Petition asserts four counts, all of which allegedly arise from the Data Breach: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; and (4) unjust enrichment.

After motion practice, Plaintiff and Defendant agreed that a formal mediation of the above-captioned litigation (the “Litigation”) was warranted. On September 12, 2023, a full-day mediation was conducted before private mediator Christopher Nolland, Esq., and a subsequent session with Mr. Nolland was held on September 14, 2023. The Parties negotiated a settlement by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated in any way with the Litigation. The Settlement Agreement is the result of the mediation and subsequent settlement discussions.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and for good cause shown, it is hereby ordered that Plaintiff’s Motion for Preliminary Approval is granted as set forth herein.¹

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Rule 42 of the Texas Rules of Civil Procedure, the Court provisionally certifies a Settlement Class in this matter defined as follows:

all persons Southland identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach on or about April 8, 2022.

The Settlement Class includes approximately 11,499 people. Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Southland’s officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

Pursuant to Tex. R. Civ. P. 42(a) the Court provisionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (2) there are questions of law or fact common to the Settlement Class

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

which predominate over any questions affecting only individual class members; (3) the claims of the Representative Plaintiff are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; and (4) the Representative Plaintiff and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Representative Plaintiff has no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class. Pursuant to Tex. R. Civ. P. 42(b)(3), the Court finds that questions of law or fact common to Settlement Class Members predominate over questions affecting only individual members and a class action is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Representative Plaintiff and Settlement Class Counsel.**

Dennis Tarrant is hereby provisionally designated and appointed as the Representative Plaintiff. Pursuant to Tex. R. Civ. P. 42(a)(4), the Court provisionally finds that the Representative Plaintiff will fairly and adequately protect the interests of the Settlement Class. The Court also provisionally finds that the Representative Plaintiff is similarly situated to absent Class Members and are therefore typical of the Class.

The Court finds, pursuant to Tex. R. Civ. P. 42(g), that William B. Federman of Federman & Sherwood and David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant

providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction**. The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Tarrant County, Texas and Defendant conducts substantial business throughout Tarrant County.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on [DATE at least 120 days after entry of this Order] at __:00 .m. on Month , 2024, at the Tom Vandergriff Civil Courts Building - 4th Floor, 100 North Calhoun Street, Fort Worth, TX 76196, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Tex. R. Civ. P. 42(c); (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Tex. R. Civ. P. 42(e)(1)(C); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of Representative Plaintiff for a Service Award (the "Service Award Request") should be approved. Plaintiff's Motion for Final Approval of the Settlement, Fee Request, and Service Award Request shall be filed with the Court **twenty-one (21) days prior to the Final Approval Hearing**. By no later than **seven (7) days prior to the Final Approval Hearing**, the Parties shall file any replies in support of final approval of the Settlement and/or the Fee Request and Service Award Request.

6. **Administration**. The Court appoints Atticus Administration LLC ("Atticus") as the Claims Administrator, with responsibility for class notice and claims administration and to

fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Claims Administrator's fees as well as the costs associated with administration of the Settlement shall be paid by the Defendant.

7. **Notice to the Class.** The proposed notice program set forth in the Settlement Agreement, and the Claim Form, Short-Form Notice, and Long-Form Notice attached to the Settlement Agreement as Exhibits A, B, and C, satisfy the requirements of Tex. R. Civ. P. 42(c)(2), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Claims Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

Within **thirty (30) days from the date of this Order** (the "Notice Deadline"), the Claims Administrator shall commence the notice program in the manner set forth in Section 4.2 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement (including without limitation Section 4.2, and the exhibits to the Settlement Agreement): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice;

and the Court concludes that the notice program meets all applicable requirements of law, including Tex. R. Civ. P. 42(c)(2), and the Due Process Clause of the Texas and United States Constitutions. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail an individual written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than **sixty (60) days from the Notice Deadline** (the “Opt-Out Deadline”). The written notice must clearly manifest a person’s intent to be excluded from the Settlement Class and must be signed by the individual seeking to be excluded from the class.

Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member – including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims or transactions released in the Settlement Agreement – who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the

Release set forth in the Final Order and Judgment. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Fee Request, or the Service Award Request. To do so, the objection must be sent to the Claims Administrator at the address specified in the Summary and Long Form Notices, and must be postmarked no later than **sixty (60) days from the Notice Deadline** (the “Objection Deadline”). For an objection to be considered by the Court, the objection must include all of the information set forth in Paragraph 6.2 of the Settlement Agreement, which is as follows:

- i. the objector’s full name, address, telephone number, and email address (if any);
- ii. a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- iii. the identity of any counsel representing the objector;
- iv. a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- v. the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (if any).

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object and shall be bound by all of the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection as described above may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

11. **Claims Process and Distribution and Allocation Plan.** The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in Section 2 of the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement should the Settlement be finally approved.

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

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiff or any other Settlement Class Member that their claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Notice Deadline: 30 Days after Preliminary Approval

Motion for Service Awards, Attorneys' Fees and Costs: 46 Days after Notice Deadline

Opt-Out Deadline: 60 Days after the Notice Deadline

Objection Deadline: 60 Days after the Notice Deadline

Motion for Final Approval: 21 Days before Final Approval Hearing

Replies in Support of Final Approval, Service Awards and Fee Requests: 7 Days before Final Approval Hearing

Claim Deadline: 90 Days after Notice Deadline

IT IS SO ORDERED this ____ day of _____, 2023.

Hon. Don Cosby
District Judge

EXHIBIT E

CAUSE NO. 067-333679-22

DENNIS TARRANT, individually and on behalf of all others similarly situated,	:	IN THE DISTRICT COURT
	:	
	:	
Plaintiff,	:	67 th JUDICIAL DISTRICT
	:	
v.	:	
	:	TARRANT COUNTY, TEXAS
SOUTHLAND HOLDINGS LLC,	:	
	:	
Defendant.	:	

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement (“Final Order and Judgment”) involving Plaintiff Dennis Tarrant (“Plaintiff” or “Class Representative”) and Defendant Southland Holdings LLC (“Defendant” or “Southland”), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and Plaintiff’s Unopposed Motion for Final Approval, and having conducted a Final Approval Hearing, the Court, pursuant to Tex. R. Civ. P. 42, makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Tex. R. Civ. P. 42 to make the findings and

conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ORDERED on this ____ day of _____, 2024 that:

1. The Settlement involves allegations in Plaintiff's Class Action Complaint that Southland failed to safeguard and protect the personally identifiable information ("PII" or "Private Information") of its current and former employees and that this alleged failure caused injuries to Plaintiff and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Southland, and the Court expressly does not make any finding of liability or wrongdoing by Southland.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On _____, 2023, the Court entered an Order Granting Preliminary Approval of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) conditionally certified a Settlement Class; (c) provisionally appointed Plaintiff as the Class Representative; (d) provisionally appointed William B. Federman of Federman & Sherwood and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel; (e) preliminarily approved the Settlement

Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Atticus as the Claims Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to Tex. R. Civ. P. 42, the Court conditionally certified the Settlement Class in this matter defined as follows:

all persons Southland identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach on or about April 8, 2022.

Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Southland's officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Tex. R. Civ. P. 42.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by a Settlement Administrator mutually agreed upon by Settlement Class Counsel and Southland.
- b. Southland to pay all Notice and Claims Administration Costs.

- c. Southland to pay a Court-approved amount for attorneys' fees, costs, and expenses of Settlement Class Counsel not to exceed \$200,000.
- d. Southland to pay a Service Award to Class Representative not to exceed \$3,500.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the motion for attorneys' fees, costs, and expenses, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to Tex. R. Civ. P. 42 and constitutes Due Process under the U.S. and Texas Constitutions.

11. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has passed.

12. _____ objections were filed by Settlement Class Members.

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

14. As of the final date of the Opt-Out Period, _____ potential Settlement

Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in **Exhibit A** to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

15. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

16. Pursuant to the Settlement Agreement, Southland and the Claims Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

17. The Court appoints Plaintiff Dennis Tarrant as Class Representative.

18. The Court appoints William B. Federman and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel.

19. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members release claims against Southland and all Released Persons, as defined in the Settlement Agreement, as follows:

[A]ll causes of action and claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member, including Plaintiff, against any of the Released Parties based on, relating to, concerning, or arising out of the Incident, the alleged compromising and/or theft of Personal Information as a result of the Incident, and the allegations, facts, or circumstances described in the Complaint and the Litigation including, but not limited to negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; 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 any claims for relief including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees 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, the appointment of a receiver, and any other form of relief. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

Released Claims shall not include the right of any Settlement Class Member, Plaintiff's counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons identified in **Exhibit A** to this Final Order and Judgment, who have timely and validly requested exclusion from the Settlement Class.

20. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Southland or any Released Persons with respect to the Released Claims.

21. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

22. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the settlement memorialized in this Class Settlement Agreement, and each of their respective heirs, executors, administrators, representatives, agents,

partners, successors, attorneys, and assigns (the “Releasing Parties”), are deemed by operation of the Class Settlement Agreement and this Final Approval Order and Judgment to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Southland and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Parties, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Class Settlement Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

23. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

24. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

25. This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

IT IS SO ORDERED this ____ day of _____, 202__.

Hon. Don Cosby
District Judge