

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

**KEVIN MERRELL
VERSUS
1st LAKE PROPERTIES, INC.**

Civil Action

No. 2:23-CV-01450

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Kevin Merrell (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) 1st Lake Properties, Inc. (“Defendant” or “1st Lake”) in the case titled *Merrell v. 1st Lake Properties, Inc.*, Case No. 2:23-CV-01450, United States District Court for the Eastern District of Louisiana. 1st Lake and Plaintiff are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

I. FACTUAL BACKGROUND AND RECITALS

1. Plaintiff alleges that, on December 25, 2021, 1st Lake discovered its systems had been hacked (the “Data Incident”). Plaintiff alleged that this hacking exposed certain personally identifiable information (“PII”) of 1st Lake’s current and former tenants. Specifically, the following types of PII were allegedly exposed: names, Social Security numbers, driver’s license numbers, financial account numbers, credit card numbers, and debit card numbers.

2. On March 22, 2023, Plaintiff Kevin Merrell, individually and on behalf of a putative class, filed an action against 1st Lake in the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana, titled *Merrell v. 1st Lake Properties, Inc.*, Case No. 838-959. Plaintiff’s complaint asserted claims of negligence, negligence per se, breach of fiduciary duty, invasion of privacy, and violation of the Louisiana Database Security Breach Notification Law. On May 1, 2023, Plaintiff’s case was removed to the United States District Court for the Eastern District of Louisiana as Case No. 2:23-CV-01450. On June 15, 2023, Defendant moved to dismiss Plaintiff’s claims and the court granted the motion in part, dismissing the claims of negligence *per se*, breach of fiduciary duty, and invasion of privacy with prejudice. On October 17, 2023, Plaintiff filed an Amended Complaint reasserting claims for negligence and violation of the Louisiana Database Security Breach Notification Law. The court denied Defendant’s renewed motion to dismiss and strike Plaintiff’s Amended Complaint.

3. On June 6, 2024, after a period of informal discovery and mutual exchange of information for the purposes of mediation, the Parties engaged Bruce A. Friedman, an experienced mediator, for a private mediation. Throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement.

4. After the mediation did not result in a settlement, the parties re-opened the case, prepared case management orders, sought guidance from the Court on scheduling expert and fact discovery, class certification briefing, and summary judgment briefing, and exchanged formal discovery requests and responses, all the while continuing their negotiations. In the following months, the Parties succeeded in reaching agreement on the principal terms of a settlement—subject to final mutual agreement on all the necessary documentation.

5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

6. 1st Lake denies all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint. Despite 1st Lake's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, 1st Lake desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

7. The Parties now enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

9. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

10. **"Approved Claims"** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator and which shall be paid from the Settlement Fund.

11. **"Claim Form"** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

12. **"Claims Deadline"** shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Date is entered. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

13. **"Class Counsel"** shall mean Raina C. Borrelli of Strauss Borrelli PLLC and Layne C. Hilton and Matthew R. Wilson of Meyer Wilson Co., LPA.

14. **"Counsel"** or **"Counsel for the Parties"** means both Class Counsel and Defendant's Counsel, collectively.

15. **"Court"** shall mean the Honorable Judge Sarah S. Vance, Magistrate Judge Donna Phillips Currault, or any other District Court or Magistrate Judge of the United States District Court for the Eastern District of Louisiana presiding over this Litigation.

16. **"Credit Monitoring"** means two years of three-bureau credit monitoring through RG/2 Claims Administration LLC.

17. **"Data Incident"** means the unauthorized third-party access to 1st Lake's computer systems that 1st Lake discovered in December 2021, and which is the subject of this Litigation.

18. **"Defendant"** shall mean 1st Lake Properties, Inc.

19. **"Defendant's Counsel"** shall mean Carrie Dettmer Slye and Casie D. Collignon of Baker & Hostetler LLP and Jeffrey Gelpi, Alexandra E. Rossi, and Karli Glascock Johnson of Kean Miller, LLP.

20. **"Effective Date"** shall mean the first date by which all of the events and conditions specified in Paragraph 23 have occurred and been met.

21. **"Fee and Expense Application"** shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys' fees, as well as Service Awards for the Class Representatives.

22. **"Fee Award and Expenses"** means the amount of attorneys' fees and reimbursement of litigation expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

23. **"Final"** means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s). Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Final Approval Order is "Final" as defined herein.

24. **"Final Approval Hearing"** means the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representatives.

25. **"Final Approval Order"** shall mean an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

- i. Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiff's claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;
- vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

26. **"Frequently Asked Questions"** or **"FAQs"** are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

27. **"Litigation"** shall mean the action titled *Merrell v. 1st Lake Properties, Inc.*, Case No. 2:23-CV-01450, United States District Court for the Eastern District of Louisiana.

28. **"Long Form Notice"** is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

29. **“Net Settlement Fund”** means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (1) Settlement Notice and Administrative Expenses; (2) Fee Award and Expenses; (3) Service Awards; and (4) Taxes and Tax-Related Expenses.

30. **“Notice”** means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**. The Notice Deadline in this case will be 30 days after the Preliminary Approval Order is entered.

31. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class Members, and will occur 30 days after the Preliminary Approval Order is entered.

32. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with preparing and sending the required notices to appropriate state and federal officials under the Class Action Fairness Act of 2005, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

33. **“Objection Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

34. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

35. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

36. **“Parties”** shall mean Plaintiff and Defendant, collectively.

37. **“Plaintiff”** or **“Class Representative”** shall mean the named class representative, Kevin Merrell.

38. **“Preliminary Approval Order”** shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

39. **“Pro Rata Cash Payment”** means a pro rata cash payment of the Net Settlement Fund after payment of valid claims for Unreimbursed Losses.

40. **"Released Claims"** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

41. **"Released Parties"** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

42. **"Releasors"** shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Participating Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

43. **"Remainder Funds"** means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund authorized by this Settlement Agreement have been paid and Approved Claims to Participating Settlement Class Members have been made. The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to a charitable organization, which must be jointly proposed by the parties and approved by the Court, as a *cy pres* distribution.

44. **"Service Award"** shall have the meaning ascribed to it as set forth in Section X of this Settlement Agreement. The Service Award requested in this matter will be \$5,000 to the named Plaintiff, subject to court approval, and is to be paid from the Settlement Fund.

45. **"Settlement Administrator"** means, subject to Court approval, RG/2 Claims Administration LLC, an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

46. **"Settlement Class" or "Class"** means "All individuals residing in the United States whose PII was compromised in the Data Breach discovered by 1st Lake Properties, Inc. in December 2021." Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

47. **"Settlement Class List"** means a list of each Settlement Class Member's full name, current or last known residential mailing address, and all known email addresses, which Defendant or Defendant's agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

48. **"Settlement Class Member"** means an individual who falls within the definition of the Settlement Class.

49. **"Settlement Fund"** means the non-reversionary common fund amount of five hundred and twenty-five thousand dollars (\$525,000) to be paid by, or on behalf of, Defendant, including any interest accrued thereon after payment, this being the full and complete limit and extent of Defendant's obligations with respect to the Settlement.

50. **"Settlement Payment"** means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator from the Settlement Fund.

51. **"Settlement Website"** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, the deadlines for filing a claim, objection, or exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until 90 days after the Effective Date.

52. **"Short Form Notice"** is the postcard notice that will be mailed to each available Settlement Class Member.

53. **"Taxes and Tax-Related Expenses"** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

54. **"Unreimbursed Economic Losses"** means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable third-party documentation. "Unreimbursed Economic Losses" include things such as losses related to fraud and identity theft, the purchase of identity protection services, credit monitoring services, or ID theft insurance, and such expenses must be fairly traceable to the Data Incident and not already reimbursed by a third party.

III. SETTLEMENT FUND

55. **Establishment of Settlement Fund.** Within thirty (30) days of the Effective Date, Defendant shall cause to be deposited the sum of \$525,000.00, into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant, and Class Counsel, less any amounts paid by Defendant for Notice and Administrative Expenses prior to the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Final Approval Order. Following Defendant's payment of the Settlement Fund monies as described in this Paragraph, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the

administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

56. Payment of Notice and Administration Expenses: Any Notice and Administrative Expenses that are required to be paid prior to the Effective Date will be paid for or caused to be paid directly by Defendant. The total amount of Notice and Administrative Expenses paid prior to the Effective Date shall be treated as if paid from the Settlement Fund and shall reduce the amount that Defendant will be required to pay or cause to be paid into the Settlement Fund after the Effective Date. Any Notice and Administrative Expenses that are owed after the funding of the Settlement Fund pursuant to paragraph 53 of the Settlement Agreement shall be paid directly from the Settlement Fund.

57. Qualified Settlement Fund. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. All interest on the funds in the Qualified Settlement Fund shall accrue to the benefit of the Class. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

58. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 86-87.

59. Use of the Settlement Fund. As further described in this Agreement and in Exhibit B, the Settlement Fund shall be used by the Settlement Administrator to pay for the following (although not in this order): (1) reimbursement for Unreimbursed Economic Losses; (2) Pro Rata Cash Payments; (3) Credit Monitoring (4) Notice and Administrative Expenses; (5) Service Award payments approved by the Court; and (6) the Fee Award and Expenses awarded by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this paragraph shall rest solely with the Settlement Administrator and neither Defendant nor Defendant's agents shall have any responsibility whatsoever with respect to effectuating such payments.

60. Taxes and Representations. Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be

timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

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

- i. **Compensation for Unreimbursed Economic Losses:** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$10,000 per person who is a Participating Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed economic losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with unreimbursed economic losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Class Members may receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments.

- ii. **Pro Rata Cash Payment:** Participating Settlement Class Members can elect to make a claim for a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses. To receive this benefit, Participating Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim. The amount of the Cash Payments

will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. Class Counsel predicts the value of pro rata payments will exceed \$50 per valid claimant.

- iii. **Credit Monitoring:** Participating Settlement Class Members can elect to make a claim for two years of three-bureau credit monitoring through RG/2 Claims Administration LLC.

62. **Assessing Claims for Unreimbursed Economic Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for unreimbursed economic losses reflect valid unreimbursed economic losses actually incurred that are fairly traceable to the Data Incident, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement 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.

63. **Assessing Claims for Pro Rata Cash Payments.** The Settlement 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 a Pro Rata Cash Payment. The Settlement 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 Settlement 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 a Pro Rata Cash Payment or any other benefits made available under this Settlement Agreement.

64. **Order of Distribution of Funds.** The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Fee Award and Expenses, and Service Awards) to make payments for Approved Claims in this order: Unreimbursed Economic Losses followed by payments for Approved Claims for Pro Rata Cash Payments.

65. **Disputes.** To the extent the Settlement Administrator determines a claim for Unreimbursed Economic Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement 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 Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

66. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to 1st Lake after the Effective Date. To the extent any monies remain in the Remainder Fund more than 150 days after the distribution of Settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, the Remainder Funds will be sent to the Electronic Privacy Information Center in Washington D.C., as approved by the Court, as a *cy pres* distribution.

67. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

68. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

69. **Settlement Administration Fees.** The Settlement Fund amount provided by Defendant, or on behalf of Defendant, will pay the entirety of the Notice and Administrative Expenses, including the cost of Notice. The Parties have solicited competitive bids for the settlement administration fees, and agree to rely upon postcard reminder notice (to the extent that a reminder notice is necessary), and to utilize email notice where practicable in order to minimize the administration costs while still providing effective notice to the Class. Settlement Administration Fees shall be paid through the Settlement Fund and are limited to the common fund amount.

70. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

71. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond payment of monies into the Settlement Fund in the amount set forth in Paragraph 53 above.

72. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties, and which shall consist of direct mail notice.

73. After the Effective Date, the Settlement Administrator shall make payments to all Participating Settlement Class Members that made a valid claim, subject to the procedure set forth herein.

74. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

V. ADDITIONAL SECURITY MEASURES

75. **Additional Security Measures.** 1st Lake has confirmed that it has made certain changes to its information security and will attest to these changes in a confidential declaration in support of the Settlement. Within thirty (30) days after the entry of the Preliminary Approval Order, Defendant shall provide Class Counsel with a confidential declaration or affidavit, suitable for filing under seal upon the Court's request, attesting that agreed upon security-related measures have been implemented on or before and up to the date of the Preliminary Approval Order and identifying the approximate cost of those security-related measures. Costs associated with these security-related measures should be paid by Defendant separate and apart from other settlement benefits and separate and apart from the Settlement Fund.

VI. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

76. **Notice.** Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members, to the extent mailing addresses are known. To the extent that Class Counsel believes that reminder notices should be sent to Settlement Class Members, Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members, which shall be sent sixty (60) days after the Notice Date and the cost of which shall be Notice and Administrative Expenses that are paid from the Settlement Fund. The process to issue

Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

77. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

78. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion," a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

79. In the event that within (10) days after the Opt-Out Date as approved by the Court, there have been more than 25 timely and valid individual opt-outs submitted, 1st Lake may, by notifying Class Counsel and the Court in writing, void this Agreement. If 1st Lake voids the Agreement under this section, 1st Lake shall be obligated to pay the Administrative Expenses incurred by the Settlement Agreement to that date for work performed in connection with the Agreement.

80. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

81. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the

Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

82. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

83. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after the Settlement Administrator notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

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

VIII. MODIFICATION AND TERMINATION

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

86. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

87. **Effect of Termination.** In the event of a termination as provided in Paragraphs 82, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

IX. RELEASES

88. Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, entities managed by Defendant, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident ("Released Parties") from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Incident (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident.

89. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, Releasors shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

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

91. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

92. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Litigation, except for enforcement of the Settlement Agreement. .

93. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

X. SERVICE AWARD PAYMENTS

94. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representative in recognition for his contributions to this Litigation not to exceed \$5,000. The Settlement Administrator shall make the

Service Award payments to the Settlement Class Representative from the Settlement Fund. Such Service Award payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) days after the Effective Date.

95. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

96. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed 33.33% of the value of the Settlement, or \$174,983.50, and litigation expenses up to \$25,000. Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

97. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

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

99. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

100. **Publicity.** The Parties agree that they shall not publicize this Settlement, Settlement Fund or Settlement Payment, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required. Subject to prior approval by Defendant's Releasees, which shall not be unreasonably

withheld, Class Counsel may post information on their law firm websites about the Settlement that is consistent with the notice program. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

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

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

103. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

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

105. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

106. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

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

108. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

109. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Layne C. Hilton
MEYER WILSON, CO., LPA
900 Camp Street, Suite 337
New Orleans, LA 70130
Telephone: 614-255-2697
lhilton@meyerwilson.com

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

Carrie Dettmer Slye
BAKER & HOSTETLER LLP
312 Walnut Street, Suite 3200
Cincinnati, Ohio 45202-4074
Tel: (513) 929-3400
Fax: (513) 929-0303
cdettmerslye@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice.

110. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

111. **Confidentiality of Discovery Material.** The Parties, Counsel for the Parties, and any retained or consulting experts, agree that each of them remain subject to the Confidentiality Agreement.

112. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

113. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

114. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ Karin Merrell
Plaintiff Kevin Merrell

/s/ [Signature]
Defendant 1st Lake Properties, Inc.

Dated: December 12, 2024

/s/ Can D-Sly

Jeffrey J. Gelpi (#37130)
KEAN MILLER LLP
909 Poydras Street, Suite 3600
New Orleans, Louisiana 70112
Telephone: (504) 585-3050
jeff.gelpi@keanmiller.com

Karli Glascock Johnson (#26304)
Alexandra E. Rossi (#35297)
KEAN MILLER LLP
400 Convention Street, Suite 700
P. O. Box 3513 (70821-3513)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
karli.johnson@keanmiller.com
alexandra.rossi@keanmiller.com

Carrie H. Dettmer Slye (*pro hac vice*)
BAKER & HOSTETLER LLP
cdettmerslye@bakerlaw.com
312 Walnut Street, Suite 3200
Cincinnati, OH 45202-4074
Telephone: 513.929.3400

Casie D. Collignon (*pro hac vice*)
BAKER & HOSTETLER LLP
ccollignon@bakerlaw.com
1801 California Street, Suite 4400
Denver, CO 80202-2662
Telephone: 303.764.4037

Dated: December 12, 2024 02 / 03 / 2025

/s/ Raina Borrelli

Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
raina@straussborrelli.com

Layne C. Hilton (#36990)
MEYER WILSON CO., LPA
900 Camp Street, Suite 337
New Orleans, LA 70130
Tel. (614) 224-6000
Fax. (614) 224-6066
lhilton@meyerwilson.com

Matthew R. Wilson (*Pro Hac Vice*)
MEYER WILSON CO., LPA
305 W. Nationwide Blvd
Columbus, OH 43215
Tel. (614) 224-6000
Fax. (614) 224-6066
mwilson@meyerwilson.com

*Counsel for Plaintiff and Proposed Settlement
Class Counsel*

*Counsel for Defendant 1st Lake Properties,
Inc.*

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Settlement Administrator provides W-9 to 1st Lake	5 days after Preliminary Approval Order
1st Lake provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.
Reminder Notice	60 days after Notice Date (if needed)
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Initially Approved Claims List	35 days after Claims Deadline
Initially Rejected Claims List	35 days after Claims Deadline
Parties' Challenge to Any Claims	35 days from Initially Approved Claims List
<u>Final Approval Hearing</u>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date

Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Payment of Attorneys' Fees and Expenses Class Representative Service Award	7 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

Exhibit A

1st Lake Properties Data Incident
c/o Settlement Administrator
P.O. Box XXXX
City, State Zip

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

NOTICE OF CLASS ACTION
SETTLEMENT

If you received a notice of a Data
Incident from 1st Lake Properties, Inc.,
you are entitled to submit a claim for
monetary compensation under a class
action settlement.

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

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

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

WHO IS A CLASS MEMBER?

In the lawsuit *Merrell vs. 1st Lake Properties, Inc.*, Case No. 2:23-CV-01450 (E.D. Louisiana), you are a class member if you were sent a notice by 1st Lake informing you of the Data Incident 1st Lake discovered in December 2021 (the “Class”).

[www.\[website\].com](http://www.[website].com) for more details.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing** at m. on , 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

Who are the attorneys for the Plaintiff and the proposed Class? The Court appointed Raina C. Borrelli of Strauss Borrelli PLLC and Layne C. Hilton and Matthew R. Wilson of Meyer Wilson Co., LPA, as Class Counsel to represent the Class.

Do I have any obligation to pay attorneys’ fees or expenses? No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund as awarded and approved by the Court. The attorneys’ fees will be in an amount of up to \$174,983.50 and the expenses will not exceed \$25,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.

What is the amount of the Class Representative Service Awards? The named plaintiff, Kevin Merrell, also called the Class Representative, will seek a Service Award in the amount of \$5,000 for their efforts in this case.

Where may I locate a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim? [www.\[website\].com](http://www.[website].com)

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, 1st Lake has agreed to pay \$525,000 into a Settlement Fund that will be distributed to Class Members who submit valid Claims, after deducting Class Counsel’s attorneys’ fees and expenses, service awards, and settlement administration notice and administration costs, if such awards are approved by the Court. All Class Members may submit Claims to receive cash payments. Class Members who believe they suffered unreimbursed economic losses as a result of the Data Incident may claim up to \$10,000 (subject to *pro rata* adjustment) for the reimbursement of sufficiently documented expenses. An estimated \$50 *pro rata* cash payment may be made to claimants if there is a remaining balance in the Settlement Fund after payments for valid Claims for unreimbursed economic losses, settlement administration costs and expenses, service award, and attorneys’ fees and expenses. These cash payment amounts may not be \$50, as they will be adjusted upwards or downwards depending on the amount of valid Claims. More information about the types of Claims and how to file them is available at [www.\[website\].com](http://www.[website].com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after valid claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at [www.\[website\].com](http://www.[website].com). Your Claim Form must be postmarked or submitted online no later than , 2025.

Opt Out. You may exclude yourself from the Settlement and retain your ability to sue 1st Lake on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than , 2025. If you do not exclude yourself, then you will be bound by the Settlement and give up your right to sue regarding the Released Claims.

Object. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than , 2025, and provide the reasons for the objection. Please visit

*** Please note that if you wish to submit a claim for compensation for out-of-pocket losses on the attached Claim Form, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form may be accessed on the Settlement Website.

This Notice is a summary of the proposed Settlement.

Postage
Required

1st Lake Properties Data Incident
c/o Settlement Administrator
P.O. Box XXXX
City, State Zip

<< B a r c o d e >> Class Member ID:
<<Refnum>>

CLAIM FORM

Claims must be postmarked no later than , 2025. You may also submit a Claim Form online no later than , 2025.

NAME: _____ ADDRESS: _____

Monetary Compensation - You may file claims for one or more of the benefits in Sections 1 and 2.

1. ***Pro Rata* Cash Payment of \$50:** Would you like to receive a *pro rata* cash payment estimated at \$50? (circle one) Yes No

If you are a Class Member, you may receive a \$50 cash payment, which may be increased or decreased *pro rata* from funds remaining in the Settlement Fund after all claims are submitted and deductions are made from the Settlement Fund.

2. **Unreimbursed Economic Losses:** I am submitting a claim for out-of-pocket monetary expenses in the amount of \$_____ (not more than \$10,000.00) on account of unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. I understand that "self-prepared" documents are insufficient to receive payment. I understand the Settlement Administrator may contact me for additional information before processing my claim. I understand that if I lack information supporting my claim, then I will likely not receive compensation for this Settlement benefit. I understand any monetary compensation I may receive under the Settlement for out-of-pocket monetary losses is capped at \$10,000.00.

* Note that any Settlement Class Member who will receive payment of over \$750 under this Settlement will be required to provide additional information, including their full name, gender, date of birth, and Social Security Number (last five digits at a minimum) or full Medicare Beneficiary Number to be eligible for payment.*

By signing my name below, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form is true and correct.

_____ (signature)

Exhibit B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF LOUISIANA
***Merrell v. 1st Lake Properties, Inc.*, Case No. 2:23-CV-01450**

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

**If You Previously Received a Notice Letter Notifying You of the Data Incident,
1st Lake Properties Discovered in December 2021, You Could be Eligible for a Payment from
a Class Action Settlement**

- You may be eligible to receive a payment from a proposed \$525,000 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns a cyberattack that 1st Lake Properties discovered in December 2021 (the “Data Incident”) in which it was determined that an unauthorized third party gained access to certain 1st Lake files that may have contained full legal names, Social Security numbers, driver’s license numbers, financial account numbers, credit card numbers, and debit card numbers (“personally identifiable information” or “PII”) of current and former tenants. 1st Lake denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a claim, you must have received a notice letter of the 1st Lake Data Incident that occurred in December 2021.
- Eligible claimants under the Settlement Agreement will be eligible to receive the following Settlement benefits:
 - ❖ **Unreimbursed Economic Losses:** Reimbursement for the actual amount of unreimbursed losses or expenses up to \$10,000.00, with supporting documentation of the monetary losses or expenses; and/or
 - ❖ **Pro Rata Cash Payment:** \$50.00 cash payment from the Settlement Fund that will be increased or decreased pro rata depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented Unreimbursed Economic Losses, attorneys’ fees and expenses, service award, and Notice and Administrative Expenses.
- For more information or to submit a claim visit [www.\[website\].com](http://www.website.com) or call 1-###-###-#### Monday through Saturday, between 8:30 a.m. and 5:00 p.m. C.T.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive payment.	Submitted or Postmarked on or Before _____, 2025
Exclude Yourself By Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Class Member.	Submitted or Postmarked on or Before _____, 2025
Object to the Settlement and/or Attend the Fairness Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on _____, 2025 about the fairness of the Settlement, with or without your own attorney.	Received on or Before _____, 2025
Do Nothing	Receive no payment. Give up rights if you are a Class Member.	No Deadline.

- Your rights and options as a Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information.....	.....
Who is in the Settlement.....	.....
The Settlement Benefits—What You Get if You Qualify.....	.....
How do You Submit a Claim.....	.....
What Does Defendant Get.....	.....
Excluding Yourself from the Settlement.....	.....
Objecting to the Settlement.....	.....
The Lawyers Representing You.....	.....
The Court’s Final Approval Hearing .....	.....
If You Do Nothing.....	.....
Getting More Information.....	.....

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Sarah S. Vance of the United States District Court for the Eastern District of Louisiana is overseeing this case captioned as *Merrell v. 1st Lake Properties, Inc.*, Case No. 2:23-CV-01450. The person who brought the lawsuit is called the Plaintiff, Kevin Merrell. The entity being sued, 1st Lake Properties, Inc., is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Data Incident and asserts claims for negligence and violations of the Louisiana Database Security Breach Notification Law.

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Class (“Class Members”). The Class Representative appointed to represent the Class and the attorneys for the Class (“Class Counsel,” see Question 18) think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a member of the Class if you reside in the United States and you previously received notice from 1st Lake Properties that your PII may have been compromised in connection with the Data Incident.

Only Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Class are (1) the judges presiding over this Litigation, and members of their direct families; (2)

the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-####-####-#### with questions. You may also write with questions to:

1st Lake Properties Data Incident Settlement Administrator

address

address

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

THE SETTLEMENT BENEFITS – WHAT YOU RECIEVE IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$525,000.00: (a) up to \$10,000.00 for reimbursement of your documented Economic Losses reasonably traceable to the Data Incident; and (b) a pro rata \$50.00 payment, subject to adjustment as set forth below.

The \$50.00 pro rata payment will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation expenses, the Service Award, Notice and Administrative Expenses, and valid claims for Unreimbursed Economic Losses. The other Settlement benefits are also subject to pro rata reduction as needed in the event that the total claims exceed the \$525,000.00 cap on payments to be made by Defendant, and payments may also be increased on a pro rata basis until the Settlement Fund is distributed. Payment of (1) attorneys' fees and expenses and service award to Plaintiff (see Question 19) and (2) the costs of notifying the Class and administering the Settlement will also be paid out of the Settlement Fund.

Also, as part of the Settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

8. What payments are available for reimbursement under the Settlement?

Class Members who submit a claim are eligible to receive both:

- a) Reimbursement of actual, documented, Unreimbursed Economic Losses resulting from the Data Incident (up to \$10,000.00 in total), upon submission of a claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to:
 - fraud or identity theft;
 - professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
 - costs associated with freezing or unfreezing credit with any credit reporting agency;
 - credit monitoring costs that were incurred on or after the Data Incident through the date

- of claim submission; and
- miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

AND

- b) A potential cash payment of the remainder funds, which is estimated to be \$50.00 but may adjusted upward or downward pro rata based on how many other claims are made.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at [www.\[website\].com](http://www.[website].com) or by calling 1-###-###-####. A Claim Form will also be sent to Class Members as part of the postcard notice that will be mailed to Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on _____, 2025 at _____.m. CT to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Class Member and you will give up your right to sue Defendant and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Data Incident. This release is described in the Settlement Agreement, which is available at [www.\[website\].com](http://www.[website].com). If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Class. This is sometimes referred to as “opting out” of the Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, then do not submit a Claim Form to ask for any benefit under the Settlement.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *Merrell v. 1st Lake Properties, Inc.*, Case No. 2:23-CV-01450, United States District Court, Eastern District of Louisiana. The letter must state your full name, current address, personal signature, and the words “Request for Exclusion,” or a comparable statement that the individual does not wish to participate in the Settlement. You must mail your exclusion request postmarked by _____, 2025, to:

1st Lake Properties Data Incident Settlement Administrator
Attn: Exclusion Request

address
address

OBJECTING TO THE SETTLEMENT**16. How do I tell the Court that I do not like the Settlement?**

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court and the Settlement Administrator, at the mailing addresses listed below, postmarked by **no later** than the Objection Deadline, _____, 2025:

	Settlement Administrator
Office of the Clerk 500 Poydras Street Room C151 New Orleans, LA 70130	1 st Lake Properties Data Incident Settlement Administrator address address

Your objection must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection

and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Raina C. Borrelli of Strauss Borrelli PLLC and Layne C. Hilton and Matthew R. Wilson of Meyer Wilson Co., LPA, as Class Counsel to represent the Class. If you want to be represented by your own lawyer, then you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to \$174,983.50, plus litigation expenses not to exceed \$25,000.00. Defendant has agreed not to object to any award of attorneys' fees and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys' fees and expenses to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a Service Award up to \$5,000 for the Class Representative for his services in representing the Class in this matter.

Any award for attorneys' fees and expenses for Class Counsel and the Class Representative Service Award must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than _____, 2025, and their application for attorneys' fees and expenses and service award will be filed no later than _____, 2025, and will be posted on the settlement website.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ m. CT on _____, 2025, at United States District Court, Eastern District of Louisiana, Hale Boggs Federal Building, Room C279

500 Poydras Street, New Orleans, LA 70130, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable expenses, and service award. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking [www.\[website\].com](http://www.[website].com) or calling 1-###-###-####.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court and Settlement Administrator postmarked no later than _____, 2025.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Data Incident, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.\[website\].com](http://www.[website].com). You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the United States District Court for the Eastern District of Louisiana. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

Exhibit C

CLAIM FORM FOR THE 1st LAKE PROPERTIES, INC.
DATA INCIDENT BENEFITS

**USE THIS FORM TO MAKE A CLAIM FOR AN UNREIMBURSED ECONOMIC LOSS PAYMENT
AND/OR PRO RATA CASH PAYMENT**

For more information, call 1-888-888-8888 or visit the website [www.\[website\].com](http://www.[website].com)

The DEADLINE to submit this Claim Form online (or have it postmarked for mailing) is

[XXXX XX, 2025]

I. GENERAL INSTRUCTIONS

If you previously received a notice letter notifying you of the data incident 1st Lake discovered in December 2021, you are a Settlement Class Member. The event that caused your data to be lost is referred to here as the “Data Incident.”

The Settlement establishes a \$525,000.00 fund to compensate Settlement Class Members for their lost time and out-of-pocket losses or expenses as well as for the costs of notice and administration, and attorneys’ fees and expenses as awarded by the Court. As a Settlement Class Member, you are eligible for cash payments as reimbursement for your money spent in response to the Data Incident (such as money spent on credit monitoring or as a result of incidents of fraud or identity theft caused by the Data Incident), as well as for a *pro rata* cash payment. You must fill out this claim form to receive these benefits.

The benefits are as follows:

a. Unreimbursed Economic Losses Expenses

You are eligible to receive reimbursement of actual, documented, Unreimbursed Economic Losses resulting from the Data Incident (up to \$10,000.00 in total), upon submission of a claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to:

- Fraud or identity theft;
- Professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;
- Costs associated with freezing or unfreezing credit with any credit reporting agency;
- Credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

These Unreimbursed Economic Losses must be documented; you must submit copies of documents supporting your claims, such as receipts or other documentation. “Self-prepared” documents, such as handwritten receipts, will not count as documentation, but you can submit them as clarification to other, official documents.

b. \$50 Pro Rata Residual Cash Payment

After distributing funds for the claims payments set forth above to claimants, as well as attorneys' fees, Class Counsel's litigation expenses, and Administrative Fees, if there is any money left over, the Settlement Administrator will make pro rata settlement payments of the remaining Settlement Fund to each Settlement Class Member who submits a cash payment claim. The remaining amount of the Settlement Fund will be distributed pro rata for each Settlement Class Member who submits a claim, which may increase or decrease the \$50.00 cash payment amount.

Completing the Claim Form

This Claim Form may be submitted online at www.wesbite.com or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. If submitting by U.S. mail, mail your completed Claim Form, including any supporting documentation, to:

1st Lake Properties Data Incident
Settlement Administrator
P.O. Box XXXX
XXXXXX, XX XXXXX

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments, you must notify the Settlement Administrator in writing at the address above.

Claimant Name:		
First Name	MI	Last Name

Street Address:

Street Address Second Line:

City: _____ State: _____ Zip Code: _____

Class Member ID:

If you received a notice of this Settlement by U.S. mail, your Class Member ID is on the envelope or postcard.

If you received a notice of this Settlement by email, your Class Member ID is in the email.

E-mail Address:

[optional] Daytime Phone Number: () -

[optional] Evening Phone Number: () -

You may submit a claim for one or more of these benefits:

1) CASH PAYMENT

Pro Rata Cash Payment: Would you like to receive a cash payment under the Settlement? **(circle one)**

Yes **No**

** The payment under this option will originally be set at \$50.00; however, the value of the cash payment under this option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits and attorneys' and settlement administrator fees and expenses.

2) UNREIMBURSED ECONOMIC LOSSES

☐ Please check this box here if you are electing to seek reimbursement for **Unreimbursed Economic Losses** and such claimed losses above will total no more than \$10,000.00. You must provide reasonable documentation of the claimed Unreimbursed Economic Losses. Self-attested documentation will not suffice.

Making a Claim for an Unreimbursed Economic Loss Payment

In order to make a claim for Unreimbursed Economic Losses, **you must** (i) fill out the information below, or fill out a separate sheet to be submitted with this Claim Form; (ii) sign the Certification at the end of this Claim Form (section III); and (iii) include reasonable documentation supporting each claimed loss along with this Claim Form. Unreimbursed Economic Losses need to be deemed fairly traceable to the Data Incident by the Settlement Administrator based on the documentation you provide and the facts of the Data Incident.

Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.

Unreimbursed Loss Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Unreimbursed fraud losses or charges.	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div> </div> </div>	<p><i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Professional fees incurred in connection with identity theft or falsified tax returns.	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div> </div> </div>	<p><i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Credit freeze.	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div> </div> </div>	<p><i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Credit Monitoring ordered after receipt of the Data Incident Notice.	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div> </div> </div>	<p><i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, gas, copying, mileage, and long-distance telephone charges.	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div> </div> </div>	<p><i>Examples: Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office) why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Data Incident.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing.	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div> </div> </div>	<p><i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive federal and/or state tax refund and the amount of any tax refund that you did not receive due to the tax fraud.</i></p> <p>Your documents: _____</p>

<input type="checkbox"/> Other (provide detailed description).	<div> <div></div> <div></div> <div>/</div> <div></div> <div></div> <div>/</div> <div></div> <div></div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div> </div>	<p>Please provide detailed description below or in a separate document submitted with this Claim Form.</p> <p>Your documents: _____</p>
<input type="checkbox"/> Fraudulent bank or credit card charges.	<div> <div></div> <div></div> <div>/</div> <div></div> <div></div> <div>/</div> <div></div> <div></div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div> </div>	<p>Examples: Account statement with unauthorized charges highlighted; correspondence with credit card company disputing the charges.</p> <p>Your documents: _____</p>
<input type="checkbox"/> Fraudulent tax filings.	<div> <div></div> <div></div> <div>/</div> <div></div> <div></div> <div>/</div> <div></div> <div></div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div> </div>	<p>Examples: Letter from IRS or state about tax fraud in your name; Accountant bill for re-filing tax return.</p> <p>Your documents: _____</p>
<input type="checkbox"/> Opening of bank accounts and/or credit cards in your name.	<div> <div></div> <div></div> <div>/</div> <div></div> <div></div> <div>/</div> <div></div> <div></div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div> </div>	<p>Examples: Notification from bank of new credit card or account; correspondence with bank about closing the account.</p> <p>Your documents: _____</p>
<input type="checkbox"/> Government benefits taken in your name.	<div> <div></div> <div></div> <div>/</div> <div></div> <div></div> <div>/</div> <div></div> <div></div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div> </div>	<p>Examples: Notification of unemployment benefits being taken; correspondence with agency regarding issue.</p> <p>Your documents: _____</p>

If you **do not submit** reasonable documentation supporting a claim for Unreimbursed Economic Losses, or your claim for an Unreimbursed Economic Loss payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, only your claim Pro Rata Cash Payment, if such claim is made, will be considered.

III. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claims for payments under this Settlement are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature: _____

Date: _____

Print Name: _____

Exhibit D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

KEVIN MERRELL
VERSUS
1st LAKE PROPERTIES, INC.

Civil Action
No. 2:23-CV-01450

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

This matter is before the Court on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. Plaintiff, individually and on behalf of the proposed Class, and Defendant have entered into a Settlement Agreement and Release, dated [DATE] (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this litigation, Plaintiff, Defendant, and Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff’s motion papers and briefs, and the declarations of counsel and the Settlement Administrator. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement were negotiated and finalized. The Court further observes that the Settlement Agreement is the product of an informal exchange of information

between the Parties before mediation. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

PRELIMINARY CLASS CERTIFICATION

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

All individuals residing in the United States whose PII was compromised in the Data Breach discovered by 1st Lake Properties, Inc. in December 2021.

Excluded from the Class are: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. The Court preliminarily finds that the Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: the Class is comprised of many thousands of individuals; there are questions of law or fact common to the Class; the Class Representatives' claims are typical of those of Class Members; and the Class Representatives will fairly and adequately protect the interests of the Class.

7. The Court preliminarily finds that the Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Kevin Merrell as the Class Representative for the Class. The Court provisionally finds that the Class Representative is similarly situated to absent Class Members and therefore typical of the Class and that he will be an adequate Class Representative.

9. The Court finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for the Settlement: Raina C. Borrelli of Strauss Borrelli PLLC and Layne C. Hilton and Matthew R. Wilson of Meyer Wilson Co., LPA.

NOTICE AND ADMINISTRATION

10. Pursuant to the Settlement Agreement, the Parties have designated [ADD] as the Settlement Administrator. [ADD] shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court finds that the Class Notice and proposed Notice program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances. The Class Notice and Notice program are reasonably calculated to apprise Class Members of the nature of this Litigation, the scope of the Class, the terms of the Settlement Agreement, the right of Class Members to object to the Settlement Agreement or exclude themselves from the Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the Class Notice and Notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the Notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Claim Form and Short Form Notice.

EXCLUSION AND OBJECTIONS

14. Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, postmarked no later than _____ (90 days after entry of this Order). The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement in the communication. All Requests for Exclusion must be submitted individually in connection with a Class Member, *i.e.*, one request is required for every Class Member seeking exclusion.

15. All Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

16. Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Class Notice by _____ (90 days after entry of this Order), it must be in writing, postmarked by the Objection Deadline, filed with/or mailed to the Court and the Settlement Administrator and must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during

the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the Class Notice and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

FINAL APPROVAL HEARING

18. The Court will hold a Final Approval Hearing on _____ at _____ in United States District Court, Eastern District of Louisiana, 500 Poydras St., New Orleans, LA 70130.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Class should be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of the Class Representatives should be made final; (e) Class Counsel's motion for attorneys' fees and Litigation Expenses should be granted; (f) the Service Awards sought for Class Representatives should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the Settlement) shall be (i) admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

IT IS SO ORDERED.

Dated: _____

Hon. Sarah S. Vance
UNITED STATES DISTRICT COURT JUDGE

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Settlement Administrator provides W-9 to 1st Lake	5 days after Preliminary Approval Order
1st Lake provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
1st Lake to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.
Reminder Notice	60 days after Notice Date (if needed)
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Initially Approved Claims List	35 days after Claims Deadline
Initially Rejected Claims List	35 days after Claims Deadline
Parties' Challenge to Any Claims	35 days from Initially Approved Claims List
<u>Final Approval Hearing</u>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date

Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Payment of Attorneys' Fees and Expenses Class Representative Service Award	7 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

Exhibit E

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

KEVIN MERRELL
VERSUS
1st LAKE PROPERTIES, INC.

Civil Action
No. 2:23-CV-01450

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

This matter comes before the Court on Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement (ECF No. [REDACTED]). The Court has reviewed the Motion, the supporting facts and authorities, and the Class Action Settlement Agreement (ECF No. [REDACTED]) entered by Plaintiff and Defendant 1st Lake Properties, Inc. (“Defendant” or “1st Lake”), and it finds that the Motion should be **GRANTED**. Therefore:

1. The Court, for the purposes of this Final Judgment adopts the defined terms as described in the Settlement Agreement for any term not otherwise defined herein.
2. The Court certifies the Class pursuant to Federal Rule of Civil Procedure 23.
3. The Court finds that the Settlement Agreement—which provides for a non-reversionary Settlement Fund of \$525,000 to resolve the claims of the Plaintiff and the Settlement Class—is fair, reasonable, adequate, and was entered into in good faith and without collusion. The Court approves and directs consummation of the Settlement Agreement.
4. The Court approves the Release provided in the Settlement Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties.
5. The Court reserves jurisdiction over this action and the Settlement Agreement.
6. The Court finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

7. The Court dismisses with prejudice all claims of the Class against Defendant in this case, without costs and fees except as explicitly provided for in the Agreement.

8. The Court previously entered an Order Granting Preliminary Approval of Class Action Settlement and Notice Plan (“Preliminary Approval Order”) (ECF No. [REDACTED]) that preliminarily approved the Agreement and established a hearing date to consider the final approval of the Agreement.

9. The Court’s Preliminary Approval Order approved the proposed notices and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. A declaration confirming that the Notices have been mailed, published, and distributed pursuant to the Notice Plan and the Preliminary Approval Order has been filed with the Court. The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Agreement.

10. The Court finds 1st Lake has complied with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

11. The Court finds that the Class Representative is similarly situated to absent Class Members and is typical of the Class and is an adequate Class Representative, and that Class Counsel and the Class Representative have fairly and adequately represented the Class. The Court grants final approval to its appointment of Class Counsel and Class Representative as provided in the Preliminary Approval Order, appointing the following firms and individuals as Class Counsel: Raina C. Borrelli of Strauss Borrelli PLLC and Layne C. Hilton and Matthew R. Wilson of Meyer Wilson Co., LPA. The Court also appoints Kevin Merrell as Class Representative.

12. The Court certifies the following Class under Fed. R. Civ. P. 23(a) and 23(b)(3): individuals identified on the Class List whose certain personal information may have been involved in the Data Incident who do not timely elect to be excluded from the Class.

13. The Court finds that the Class defined above satisfies the requirements of Fed. R. Civ. P. 23(a) and (b)(3) for settlement purposes insofar as: (a) the Class is so numerous that joinder of all Class Members would be impracticable; (b) there are issues of law and fact that are common to the Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and seek similar relief as the claims of the Class Members; (d) the Class Representative and Class Counsel have fairly and adequately protected the interests of the Class, as the Class Representative has no interests antagonistic to or conflicting with the Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Class; (e) questions of law or fact common to Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement are superior to other available methods for a fair and efficient resolution of this controversy.

14. Having considered the negotiation of, the terms of, and all the materials submitted concerning the Agreement; having considered Plaintiff's and Class Members' likelihood of success both in maintaining this action as a class action and prevailing on the claims in a data-breach trial, including the possibility that 1st Lake could prevail on one or more of its defenses; having considered the range of the Plaintiff's possible recovery—and that of the Class—and the complexity, expense, and duration of the Litigation; and having considered the substance and amount of opposition to the proposed settlement, it is hereby determined that:

a. Plaintiff and Class Counsel have adequately represented the Class;

- b. the terms of the Agreement were negotiated at arm's length, vigorously advocated by experienced counsel for Plaintiff and 1st Lake;
- c. the outcome of the Litigation is in doubt;
- d. it is possible that the Class could receive more if the Litigation were to go to trial, but it is also possible that the proposed Class could receive less—including the possibility of receiving nothing—and/or that 1st Lake could defeat certification;
- e. the value of immediate recovery outweighs the possibility of future relief that would likely occur, if at all, only after further protracted litigation and appeals;
- f. the Parties have, in good faith, determined the Agreement is in their respective best interests, including Plaintiff and Class Counsel determining that it is in the best interest of the Class Members;
- g. the aggregate consideration for the Class—including both the Settlement Fund, which 1st Lake shall fund, and other forms of relief 1st Lake agreed to—is commensurate with the claims asserted and that will be released as part of the Settlement, and
- h. the terms of the Settlement Agreement treat the Class Members equitably relative to one another and fall well within the range of settlement terms that would be considered a fair, reasonable, and adequate resolution to this Litigation.

Accordingly, pursuant to Rule 23(e), the terms of the Agreement are finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Class and each of the Class Members.

15. Pursuant to the Settlement Agreement and the Plaintiff's Motion for Attorney Fees, Expenses, and Service Awards (ECF No.), the Settlement Fund shall first be used to pay

settlement administration expenses; Class Counsel attorneys' fees totaling \$174,983.50; Class Counsel's costs and expenses up to \$25,000; and a service award to the Class Representative in the amount of \$5,000. The Settlement Fund shall next be used to pay Class Members' documented out-of-pocket losses up to \$10,000 and a pro rata cash payment of any remaining funds to each Class Member submitting a valid claim.

16. Plaintiff and Class members fully, finally, and forever release, relinquish, and discharge all Released Claims as against all Released Parties. Further, upon the Effective Date in the Settlement Agreement, and to the fullest extent permitted by law, each 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, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims (as defined in the Settlement Agreement) is asserted. Any other claims or defenses Plaintiff and each and all of the Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Data Incident, the Litigation, or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

IT IS SO ORDERED.

Dated: _____

Hon. Sarah S. Vance

UNITED STATES DISTRICT COURT JUDGE