

Exhibit B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
Western Division**

DOUGLAS GIBSON, on behalf of)
himself individually and on behalf of all)
others similarly situated,)

Plaintiff,)

v.)

WARRIOR MET COAL, INC.,)

Defendant.)

Case No. 7:24-cv-00095-ACA

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

This case is before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of the Class Action Settlement (the “Motion”). The Court, having considered the Motion, the supporting brief, the Parties’ Settlement Agreement dated May 15, 2026 (the “Settlement Agreement”); the proposed Claim Form (Exhibit A), Short Form Notice (Exhibit B), Long Form Notice (Exhibit C); the pleadings and other papers filed in this Action; and the statements of counsel and the Parties, and for good cause shown,

HEREBY ORDERS as follows:

Preliminary Approval of Settlement Agreement

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Settlement Agreement.

2. This Court has jurisdiction over the Litigation, Plaintiff, all Settlement Class Members, Defendant Warrior Met Coal, Inc. (“Warrior” or “Defendant”), and any party to any agreement that is part of or related to the Settlement.

3. The Court finds that the proposed Settlement set forth in the Settlement Agreement is sufficiently fair, reasonable and adequate such that it is hereby preliminarily approved and notice of the settlement should be provided to the Settlement Class Members and that a hearing should be held as set forth below.

Class Certification

4. Solely for purposes of the Settlement, the Court conditionally certifies the following nationwide class (“Settlement Class”) pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

All individuals in the United States sent a notice of the Data Breach.

5. Excluded from the Settlement Class are: (i) Warrior and Warrior’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Warrior has a controlling interest; (ii) all individuals who make a timely election to be excluded from this Settlement using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear

any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge. There are approximately 20,939 members of the Class.

6. Subject to final approval of the Settlement, the Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Fed. R. Civ. P. 23(a) and (b), are satisfied in that:

- a. the Settlement Class are so numerous that joinder of all members is impracticable;
- b. there are questions of law or fact common to the Settlement Class;
- c. Plaintiff and Class Counsel (as defined below) fairly and adequately represent the Settlement Class;
- d. the claims of Plaintiff are typical of those of Settlement Class Members;
- e. common issues predominate over any individual issues affecting the members of the Settlement Class;
- f. Plaintiff fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiff's interests are aligned with the interests of all other members of the Settlement Class; and
- g. settlement of the Litigation on a class-action basis is superior to other means of resolving this matter.

7. The Court appoints Gary M. Klinger of Milberg, PLLC as Settlement Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

8. The Court hereby appoints Plaintiff Douglas Gibson as the Class Representative for settlement purposes only on behalf of the Settlement Class.

Notice to Settlement Class Members

9. Pursuant to Federal Rule of Civil Procedure 23(e), the Court approves the Short Form Notice and Long Form Notice (the “Settlement Notices”) to the Settlement Agreement, and finds that the dissemination of the Settlement Notice substantially in the manner and form set forth in the Settlement Agreement complies fully with the requirements of the Federal Rule of Civil Procedure 23 and due process of law, and is the best notice practicable under the circumstances.

10. The Court further approves the Claim Form which will be available both on the Settlement Website and by request.

11. The Notice procedures described in the Settlement Agreement are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with

the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

12. The Court hereby orders that Defendant shall provide the Claims Administrator with the names and last known physical address of each member of the Settlement Class (collectively, “Class Member Information”).

13. No later than thirty (30) days from the date of this Order preliminarily approving the Settlement, the Claims Administrator shall cause the Claims Administrator to send the Short Notice to each Settlement Class Member via U.S. Mail; In the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address located. Contemporaneously with seeking Final Approval of the Settlement, Settlement Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration from the Claims Administrator with respect to complying with the Notice Plan.

14. All costs incurred in disseminating and otherwise in connection with the Settlement Notices shall be paid by Warrior separate and apart from the relief offered to the class pursuant to the Settlement Agreement.

15. The Settlement Notices and Claim Form satisfy the requirements of due process and of Rule 23(e) of the Federal Rules of Civil Procedure and thus are

approved for dissemination to the Settlement Class. The Claim Form shall be made available to the Settlement Class as set forth in the Settlement Agreement and shall be made available to any potential Class Member that requests one.

Responses by Settlement Class Members and the Scheduling of a Final Approval Hearing

16. Settlement Class Members may opt-out or object no later than ninety (90) days from the approval of this Order (the “Opt-Out Deadline”).

17. Any member of the Settlement Class that wishes to be excluded (“opt out”) from the Settlement Class must send a written request to the designated Post Office box established by the Claims Administrator postmarked on or before the Opt-Out Deadline. The Request for Exclusion must include the following, or substantially the same as the following, information: 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 Agreement. Members of the Settlement Class may not opt-out of the Settlement by submitting requests to opt-out as a group or class, but must in each instance individually and personally submit an opt-out request. All Settlement Class Members that opt-out of the Settlement will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Warrior.

18. Any member of the Settlement Class who does not properly and timely opt-out of the Settlement shall, upon entry of the Order and Final Judgment, be bound by all the terms and provisions of the Settlement Agreement and Release, whether or not such Settlement Class Member objected to the Settlement and whether or not such Settlement Class Member received consideration under the Settlement Agreement.

19. A hearing on the Settlement (the “Final Approval Hearing”) shall be held before this Court on a date to be set by the Court at least 120 days from the date of this Order.

20. At the Final Approval Hearing, the Court will consider (a) the fairness, reasonableness, and adequacy of the proposed class Settlement and whether the Settlement should be granted final approval by the Court; (b) dismissal with prejudice of the Litigation; (c) entry of an order including the Release; (d) entry of the Final Approval Order; and (e) entry of final judgment in this Litigation. Settlement Class Counsel’s application for award of attorney’s fees and costs, and request for the Court to award a service award to the named Plaintiffs, shall also be heard at the time of the hearing.

21. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class, other than that which may be posted by the Court. Should the Court adjourn

the date for the Final Approval Hearing, that shall not alter the deadlines for mailing and publication of notice, the Opt-Out Deadline, or the deadlines for submissions of settlement objections, claims, and notices of intention to appear at the Final Approval Hearing unless those dates are explicitly changed by subsequent Order. The Court may also decide to hold the hearing via zoom or telephonically. Instructions on how to appear at the Final Approval Hearing will be posted on the Settlement Website.

22. Any person or entity who or which does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through its own attorney. Settlement Class Members that do not timely object or opt out and that do not have an attorney enter an appearance on their behalf will be represented by Settlement Class Counsel.

23. Any person who does not elect to be excluded from the Settlement Class may object to the proposed Settlement. Any Settlement Class Member may object to, among other things, (a) the proposed Settlement, (b) entry of Final Approval Order and the judgment approving the Settlement, (c) Class Counsel's application for fees and expenses, or (d) the service award request, by mailing or submitting electronically a written objection to the Claims Administrator, with a postmark date no later than ninety (90) days from the approval of this Order (the "Objection Deadline"). No later than seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide a declaration stating the number of Settlement

Class Members who have timely and validly excluded themselves from the Settlement to Settlement Class Counsel and counsel for Warrior, and Settlement Class Counsel will file them with the Court as an exhibit to the Proposed Order Granting the Motion for Final Approval of the Settlement.

24. Any Settlement Class Member making the objection (an “Objector”) must sign the objection personally or through Objector’s counsel. An objection must state: (i) the objector’s full name, address, telephone number, and email address (if any); (ii) the case name and docket number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative.

25. Only Settlement Class Members that have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class Member who does not timely file and serve an

objection in writing in accordance with the procedure set forth in the Settlement Notices and mandated in this Order shall be deemed to have waived any objection to (a) the Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Class Counsel's application for fees, costs, and expenses; and/or (e) the service award request for the named Plaintiff, whether by appeal, collateral attack, or otherwise.

26. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval.

27. Upon entry of the Order and Final Judgment all members of the Settlement Class that have not personally and timely requested to be excluded from the Settlement Class will be enjoined from proceeding against Warrior with respect to all of the Released Claims.

28. Warrior shall prepare and send all notices that are required by the Class Action Fairness Act of 2005 ("CAFA") as specified in 28 U.S.C. § 1715. Class Counsel and Counsel for Warrior shall cooperate promptly and fully in the preparation of such notices, including providing Warrior with any and all information in their possession necessary for the preparation of these notices. Warrior shall provide courtesy copies of the notices to Class Counsel for the purpose of implementing the Settlement. Warrior shall provide notice to Class Counsel of

compliance with the CAFA requirements within ten (10) days of providing notice to Attorneys General under CAFA.

Administration of the Settlement.

29. The Court hereby appoints the claims administrator proposed by the parties, Kroll Settlement Administration, LLC (the “Claims Administrator”). Responsibilities of the Claims Administrator shall include: (a) establishing a post office box for purposes of communicating with Settlement Class Members; (b) disseminating notice to the Settlement Class; (c) developing a website to enable Settlement Class Members to access documents; (d) accepting and maintaining documents sent from Settlement Class Members relating to claims administration; and (e) distributing settlement checks to Settlement Class Members. Pursuant to the Settlement Agreement, the Claims Administrator and costs of administration shall be paid by Warrior

30. In the event the Settlement Agreement and the proposed settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Settlement Class Members shall retain all of their current rights to assert any and all claims against Warrior and any other Released Person, and Warrior and any other

Released Persons shall retain any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). The Litigation shall thereupon revert forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

31. Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Warrior as to the validity of any claim that has been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed settlement.

Dated: _____

The Honorable Edmund G. LaCour Jr.
United States Judge