

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE**

IN RE: EVOLVE BANK & TRUST
CUSTOMER DATA SECURITY BREACH
LITIGATION

MDL No. 2:24-md-03127-SHL-cgc

Judge Sheryl H. Lipman

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL**

Before the Court is Plaintiffs' unopposed motion for preliminary approval. Specifically, Plaintiffs request that the Court enter an order (1) granting preliminary approval of the Settlement; (2) certifying the Class for the purpose of the Settlement; (3) ordering the Settlement Administrator to direct and issue notice to the Class under the terms of the Settlement Agreement; (4) appointing Plaintiffs as Class Representatives for the purpose of the Settlement; (5) appointing J. Gerard Stranch, IV as Lead Counsel; Gary Klinger, Linda Nussbaum, Jeff Ostrow, James Pizzirusso, Scott Poynter and Lynn Toops as Members of the Executive Committee; and Frank Watson of Watson Burns, PLLC as Liaison Counsel for the Settlement Class; and (6) entering the Schedule, including by setting a date for the final approval hearing.

Having reviewed the motion and corresponding materials, noting that Defendant does not oppose the motion, and being otherwise informed, the Court grants the motion as follows:

1. Plaintiffs' unopposed motion for preliminary approval is granted. The Settlement is within range of final approval, as it appears fair, reasonable, and adequate.

2. Moreover, the Notice Program is the best practical notice under the circumstances. Given the technology focus of Defendant and its partner financial technology partners, email notice appears to be the best option. Moreover, the Settlement provides for Publication Notice should the Email Notice reach falls below 90%.

3. The Court conditionally certifies a class of “all persons in the United States who provided their Private Information to Evolve, directly or indirectly, and whose Private Information was included in files affected by the Data Incident. Excluded from the Class are (a) all persons who are current and prior governing board members of Defendant; (b) governmental entities; and (c) the Court, the Court’s immediate family, and Court staff.

4. Though the exact size of the class will be determined by the Settlement Administrator after it receives the Class List, the Class is expected to be approximately 18 million persons, easily satisfying the numerosity requirement. *See Ham v Swift Transp. Co, Inc.*, 275 FRD 475, 483 (W.D Tenn. 2011) (“Where the number of class members exceeds forty, [numerosity] is generally deemed satisfied[.]”).

5. Given the size of the Class, joinder of all affected people would be impractical, thus also making the class action the superior method of adjudication in this case.

6. Moreover, there are plenty of common questions of law and fact, as the proposed class members’ claims arise under the same data breach with the same defendant. Indeed, the common questions easily predominate over any individual issues, if any, and are nonetheless typical of the claims absent class members could bring. *Beathe v CenturyTel, Inc.*, 511 F.3d 554, 560 (6th Cir. 2007) (explaining that the typicality requirement is satisfied when claims arise from the same practice, affect class members in the same manner, and are based on the same legal theory).

7. Furthermore, Class Counsel and the named Plaintiffs adequately represent the Class. They all have common interests with the absent class members, Class Counsel has attested that the named Plaintiffs have prosecuted this action admirably, and all Plaintiffs’ counsel appear

to have represented the Class well by achieving the settlement proposed here. Indeed, Class Counsel has deep experience negotiating data breach class action settlements.

8. Thus, the Court affirms its appointment of the named Plaintiffs as Class Representatives. The Court additionally affirms its appointment of J. Gerard Stranch, IV as Lead Counsel; Gary Klinger, Linda Nussbaum, Jeff Ostrow, James Pizzirusso, Scott Poynter and Lynn Toops as Members to the Executive Committee; and Frank Watson of Watson Burns, PLLC as Liaison Counsel for the Settlement Class.

9. The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator. Kroll is well qualified, and the Parties have already agreed to use it here. Kroll is hereby order to carry out the Notice Program as detailed in the Settlement Agreement.

10. Next, the opt out and objection procedures in the Settlement Agreement are fair and reasonable and provide sufficient due process. They are written in plain language and Class Members can review the Settlement Website for answers to any questions that may arise.

11. The Court will conduct a final approval hearing on _____ at _____ [a.m./p.m.] in the U.S. District Court for the Western District of Tennessee. In the hearing, the Court will decide whether to grant final approval to the Settlement and will hear from any objectors.

12. All proceedings not related to the Settlement approval process are stayed indefinitely to be reinstated should the Settlement not be approved or is otherwise terminated.

IT IS SO ORDERED.

Dated: _____, 2025

Hon. Sheryl H. Lipman
United States District Judge