

Exhibit B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

In re TRC Staffing Services, Inc.
Data Breach Litigation

Case No. 1:24-cv-02398-VMC

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and Defendant TRC Staffing Services, Inc. ("Defendant"). After reviewing Plaintiffs' unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Action and jurisdiction over the Class Representatives and Defendant.
2. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Settlement Class, the appointment of Plaintiffs Nykeema Burke, Jacob Blosser, Tiffany R. Peintner, Ronkavis Young, Latoya Davis, Eli Hargett, Jeanine Keeys, and Adham Elebyany, as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Settlement Class, the approval

¹ All capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

of Kroll Settlement Administration, LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement, and the proposed method of distribution of settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

3. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Settlement Class:

All United States residents who were sent a Notice Letter by Defendant notifying them that their Private Information may have been compromised in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

4. For purposes of settlement, based on the information provided: the Settlement Class is ascertainable; it consists of roughly 158,593 Settlement Class Members, satisfying numerosity; there are common questions of law and fact including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they allege they have been damaged by the same conduct and in the same or similar ways as the other members of the Settlement Class; the proposed Class Representatives and Class Counsel fully, fairly,

and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

5. The Court appoints Plaintiffs Nykeema Burke, Jacob Blosser, Tiffany R. Peintner, Ronkavis Young, Latoya Davis, Eli Hargett, Jeanine Keeys, and Adham Elebyany as the Settlement Class Representatives.

The Court appoints Mariya Weekes of Milberg, PLLC and Terence Coates of Markovits, Stock & DeMarco, LLC as Class Counsel and Kristen Tullos Oliver of the Barnes Law Group LLC as Liaison Counsel.

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

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

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan as conducted was appropriate;

- d. To determine whether the claims process under the Settlement is fair, reasonable, and adequate and should be approved by the Court;
- e. To determine whether the requested Class Counsel's combined attorneys' fees, of up to one-third (1/3) of the \$1,700,000 Settlement Fund (\$566,666.67), plus reasonable expenses, should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Notice plan as set forth in the Settlement Agreement. Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing Notices substantially in the form as presented in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

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

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+10 days from Preliminary Approval
Defendant to pay \$250,000 to Kroll to establish the Settlement Fund	+15 days from Preliminary Approval
<u>Final Approval Hearing</u>	_____ (at least +140 days after Preliminary Approval)
Notice Deadline	-45 days before Final Approval Hearing
Plaintiffs' Application for Attorneys' Fees and Costs	-45 days before Final Approval Hearing
Objection Deadline	-30 days before Final Approval Hearing
Opt-Out Deadline	-30 days before Final Approval Hearing
Plaintiffs' Motion for Final Approval	-15 days before Final Approval Hearing
Claim Form Deadline	-15 days before Final Approval Hearing

10. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator at least 15 days before the final approval hearing. Counsel for the Parties and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Additionally, all requests to opt out or object to the proposed Settlement must be either postmarked or received by the Settlement Administrator no later than 30 days before the Final Approval Hearing. Any request to opt out of the Settlement

should, to the extent possible, contain words or phrases such as “opt-out,” “exclusion,” or words or phrases to that effect indicating an intent not to participate in the settlement or be bound by this Agreement. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court, Kroll, or Class Counsel. Settlement Class Members who seek to Opt-Out shall receive no benefit or compensation under this Agreement.

12. Class Members may submit an objection to the proposed Settlement under Federal Rule of Civil Procedure 23(e)(5). For an Objection to be valid, it must be filed with and/or mailed to the Court and Settlement Administrator and postmarked within 30 days of the Final Approval Hearing and include each and all of the following:

- (a) The name of the proceeding;
- (b) The objector’s full name, mailing address, telephone number, and email address (if any);
- (c) All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (d) A statement of whether the objection applies only to the objector, or to a specific subset of the class, or the entire class;
- (e) The identity of all counsel who represent the objector, including any

former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;

- (f) A statement of whether the objector and his/her attorney(s) intend to appear at the Final Approval Hearing;
- (g) A statement confirming whether the objector intends to personally appear at the Final Approval Hearing in support of the objection (if any);
- (h) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (i) The number of times the objector, the objector's counsel and/or counsel's law firm has objected to a class settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objections, and a copy of any orders related to or ruling upon the objector's has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate court in each listed case; and in statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and;

(j) The objector's signature (an attorney's signature is not sufficient).

Furthermore, any Settlement Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection.

13. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class. The persons and entities who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to Defendant in this Action.

14. If the Settlement does not become effective or is otherwise terminated, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

15. This Order shall be of no force or effect if the Final Approval Order is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order

be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

16. Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court. Further, all Settlement Class Members are provisionally enjoined and barred from asserting any claims or continuing any litigation against the Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims pending Final Approval of the Settlement.

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

18. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED, this _____ day of _____, 2026.

Victoria Marie Calvert, Judge
United States District Court
Northern District of Georgia