Exhibit H

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Lamont Bracy, Jalisa Samuels, Sean Sheffler, Branden Turner, Brandice Turner, Joseph Vincent, and Belinda Goss , *on behalf of themselves and all others similarly situated*,	Case No. 1:23-cv-05743-TWT
Plaintiffs,	
v.	
AMERICOLD LOGISTICS LLC,	
Defendant.	

<u>CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE</u>

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This Class Action Settlement Agreement and Release ("Settlement" or "Agreement"),[1] is entered into by and between, as hereinafter defined, the Settlement Class Representatives Lamont Bracy, Jalisa Samuels, Sean Sheffler, Branden Turner, Brandice Turner, Joseph Vincent, and Belinda Goss ("Settlement Class Representatives" or "Plaintiffs"), on behalf of themselves and the Settlement Class, and Americold Realty Trust and Americold Logistics LLC, (collectively, "Americold" or "Defendant). The Parties hereby agree to the following terms in full settlement of the *Sheffler* Action and *Bracy* Action, subject to a Final Approval Order entered by the Court.

I. **Recitals**

1. Americold is an international cold storage, warehousing, and logistics company headquartered in Atlanta, Georgia that provides "technology-based engineered solutions for the temperature-controlled supply chain industry."[2].

2. In the ordinary course of Americold's business, it receives, possesses, and utilizes varying forms of personal information related to applicants for employment and employees in connection with their employment or application.

3. Americold's computer network was affected by a ransomware incident between October 29, 2020 and November 15, 2020 and portions of the network

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[1] All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

[2] https://www.americold.com/

involved in the ransomware incident contained information pertaining to approximately 141,000 individuals, who were subsequently notified (the "2020 Data Incident").

4. On March 16, 2021, Plaintiff Sean Sheffler filed a complaint against Americold Realty Trust in the United States District Court for the Northern District of Georgia, Atlanta Division, Case No. 1:21-cv-01075-TCB (ECF 1), asserting claims arising out of the 2020 Data Incident ("*Sheffler* Action"). Plaintiff Sheffler then filed an Amended Class Action Complaint on June 22, 2021 (*Sheffler* Action at ECF 16), which added Belinda Goss, Ty Baugh, and Travis Rogers as plaintiffs. Thereafter, Americold Realty Trust filed a Motion to Dismiss (*Id.* at ECF 18). The Court granted the motion to dismiss on April 21, 2022 (*Id.* at ECF 39). Plaintiffs appealed, and the Eleventh Circuit vacated the dismissal and remanded with instructions to grant Plaintiffs leave to amend their complaint (*Id.* at ECF 44). Plaintiffs filed a Second Amended Class Action Complaint on September 1, 2023 (*Id.* at ECF 49). The Parties then engaged in, and completed, fact and expert discovery.

5. On or about April 26, 2023, Americold discovered a ransomware incident impacting its computer network (the "2023 Data Incident"). Americold provided notice of the ransomware incident to approximately 129,000 individuals.

6. On December 14, 2023, Plaintiff Bracy filed a putative class action complaint against Americold Logistics LLC in the United States District Court for the Northern District of Georgia, Atlanta Division, Case No. 1:23-cv-05743-TWT, asserting claims arising out of the 2023 Data Incident. Thereafter, multiple additional class action lawsuits asserting claims arising out of the 2023 Data Incident were filed against Americold Logistics LLC: *Hakeem Lee v. Americold Logistics LLC* (Case No. 1:23-cv-05797), *Chark v. Americold Logistics LLC* (Case No. 1:23-cv-05808), *Turner v. Americold Logistics LLC* (Case No. 1:23-cv-05843), and *Sheffler v. Americold Logistics, LLC*, Case No. 1:23-cv-05950. On January 2, 2024, the Court consolidated the actions under *Bracy v. Americold Logistics LLC*, Case No. 1:23-cv-05743 (ECF 15) ("*Bracy* Action"). On May 20, 2024, Americold Logistics LLC filed a motion to dismiss (*Bracy* Action at ECF 32), which the Court granted in part and denied in part on February 19, 2025. (*Id.* at ECF 38). Subsequently, the parties began fact discovery, including document productions and depositions.

7. The Parties agree to settle both the *Sheffler* Action and *Bracy* Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Americold has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the 2020 Data Incident and the 2023 Data Incident, including all allegations made in the

complaints filed in both the *Sheffler* Action and *Bracy* Action, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation.

8. Within ten (10) days of the execution of this Settlement Agreement, Plaintiffs will file their First Amended Class Action Complaint in the *Bracy* Action ("Complaint"), which shall encompass claims arising out of both the 2020 Data Incident and 2023 Data Incident. Thereafter, before the time expires for Americold to respond, Plaintiffs shall move for preliminary approval of class action settlement and preliminary certification of the Settlement Class.

9. If the Effective Date of the Settlement does not occur for any reason, the Parties agree to be restored to their pre-settlement positions in their respective cases, including the striking of the First Amended Class Action Complaint in the *Bracy* Action.

10. Americold does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint (or in either the *Sheffler* Action or *Bracy* Action) and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint (or any prior complaint filed in either the *Sheffler* Action or *Bracy* Action). Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding

in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Americold, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

11. **"2020 Data Incident"** means the ransomware incident discovered by Americold Realty Trust on or about November 16, 2020.

12. **"2023 Data Incident"** means the ransomware incident discovered by Americold Logistics LLC on or about April 26, 2023.

13. **"Administration Costs"** means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Program and CAFA Notice.

14. **"Agreement"** or **"Settlement Agreement"** means this Class Action

Settlement Agreement and Release and its exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the *Sheffler* Action and the *Bracy* Action between them and which is subject to approval by the Court in the *Bracy* Action.

15. **"Attorneys' Fees and Expenses"** means the attorneys' fees and expenses that Class Counsel request the Court to approve for payment from the Settlement Fund as compensation for work in prosecuting and settling the *Sheffler* Action and the *Bracy* Action and actual expenses incurred.

16. **"*Bracy* Action"** means the case styled as *Lamont Bracy, Timothy Chark, Jalisa Samuels, Sean Sheffler, Branden Turner, Brandice Turner, Joseph Vincent, and Belinda Goss v. Americold Logistics, LLC*; Northern District of Georgia Case No. 1:23-cv-05743-TWT, in which Plaintiffs will file the First Amended Class Action Complaint within ten (10) days of the execution of this Settlement Agreement.

17. **"CAFA Notice"** means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq*. ("CAFA"), to be served upon the attorneys general of each state where a Settlement Class Member resides and the Attorney General of the United States.

18. **"Cash Payment"** means monetary compensation paid to Settlement Class Members who submit Valid Claims for a Documented Losses Payment or a

Residual Cash Payment.

19. **"Claim Form"** means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

20. **"Claim Form Deadline"** shall be 90 days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator.

21. **"Class Counsel"** means: Gary Klinger of Milberg, PLLC, John Yanchunis of Morgan & Morgan Complex Litigation Group, MaryBeth V. Gibson of Gibson Consumer Law Group, LLC, and Terence Coates of Markovits Stock & DeMarco, LLC.

22. **"Class Lists"** means the two lists of individuals that were sent notice of the 2020 Data Incident and the 2023 Data Incident, which Defendant shall provide to the Settlement Administrator for Notice.

23. **"Complaint"** means the First Amended Consolidated Class Action Complaint to be filed in the *Bracy* Action within ten (10) days of execution of the Settlement Agreement.

24. **"Court"** means the United States District Court for the Northern District of Georgia and the Honorable Thomas W. Thrash, Jr., assigned to the Action, and any subsequent judge to which the *Bracy* Action is assigned.

25. **"Credit Monitoring"** means the three years of credit monitoring and identity theft insurance services which Settlement Class Members will be eligible to claim.

26. **"Data Incidents"** means the 2020 Data Incident and the 2023 Data Incident, collectively.

27. **"Defendant"** and "**Americold**" means Americold Realty Trust and Americold Logistics LLC, collectively.

28. **"Defendant's Counsel"** means Kristine Brown, Gavin Reinke, and M. Ashley Miller of Alston & Bird, LLP.

29. **Documented Losses Payment"** means the Settlement Class Member Benefit that Settlement Class Members, who incurred documented out-of-pocket losses, may elect and receive upon submission of a Valid Claim under Section V herein.

30. **"Effective Date"** means the date set forth in Section XIV of this Agreement, provided that Americold has not exercised its right of termination under Section XIV.

31. **"Final Approval"** means entry of a Final Approval Order and Judgment, substantially in the form of the proposed Final Approval Order and Judgment attached to the Motion for Final Approval.

32. **"Final Approval Hearing"** means the hearing to be conducted before

the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to enter a Final Approval Order and Judgment. The Final Approval Order and Judgment shall be entered no earlier than ninety (90) days after CAFA Notices are mailed to ensure compliance with 28 U.S.C. § 1715.

33. **"Final Approval Order and Judgment"** means an order and judgment that the Court enters after the Final Approval Hearing which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the *Bracy* Action with prejudice, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, and satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects.

34. **"Long Form Notice"** means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

35. **"Motion for Attorneys' Fees, Expenses, and Service Awards"** means

the motion Class Counsel shall file requesting the Court to approve payment of Attorneys' Fees and Expenses incurred in prosecuting and settling the *Sheffler* Action and the *Bracy* Action, and a Service Award for each of the Settlement Class Representatives.

36. **"Motion for Final Approval"** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

37. **"Motion for Preliminary Approval"** means the motion that Plaintiffs shall file with the Court seeking preliminary approval of the Settlement, which Plaintiffs shall file prior to the deadline for Defendant to respond to Plaintiffs' First Amended Consolidated Class Action Complaint.

38. **"Notice"** means the Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

39. **"Notice Date"** means the date by which the Settlement Administrator must commence the Notice Program and shall be 30 days after the date the Preliminary Approval Order is entered.

40. **"Notice Program"** means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line.

41. **"Notice of Deficiency"** means a notice sent by the Settlement

Administrator to a Settlement Class member who has submitted an invalid claim.

42. **"Objection Deadline"** means the deadline by which written objections to the Settlement must be postmarked as set forth in the Preliminary Approval Order and mailed to the Clerk of Court. Such deadline shall be sixty (60) days after the Notice Date.

43. **"Opt-Out Deadline"** means the deadline by which written requests for exclusion from the Settlement must be postmarked as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.

44. **"Party"** means each of the Plaintiffs and the Defendant, and **"Parties"** means Plaintiffs and Defendant collectively.

45. **"Plaintiffs"** means Lamont Bracy, Jalisa Samuels, Sean Sheffler, Branden Turner, Brandice Turner, Joseph Vincent, and Belinda Goss.

46. **"Postcard Notice"** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to the Settlement Class by mail, which will include a tear-off claim form with prepaid postage allowing claims that do not require documentation, *e.g.*, claims for a Residual Cash Payment or Credit Monitoring.

47. **"Preliminary Approval Order"** means the Court's order preliminarily approving the Settlement Agreement, and among other things, ordering that Notice be provided to the Settlement Class, and in the form of or materially in the form of

the proposed Preliminary Approval Order attached to the Motion for Preliminary Approval.

48. **"Private Information"** is intended to be broadly construed and includes any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). The term Private Information includes, without limitation, name, address, date of birth, Social Security number, financial information, driver's license numbers, government-issued identification numbers, health information, and any and all other personally identifiable information. For the avoidance of doubt, the term Private Information includes all information compromised, accessed, exfiltrated, or otherwise impacted as a result of the Data Incidents.

49. **"Releases"** means the releases and waiver set forth in Section XIII of this Agreement.

50. **"Released Claims"** means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, losses, attorneys' fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including but not limited to monetary sanctions or damages for contempt, injunctive or declaratory relief, mandamus, rescission, general, direct, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages,

statutory damages, penalties, interest, attorneys' fees, costs, or expenses, whether known or unknown (including Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incidents, any legal, factual, or other allegation in the *Sheffler* Action and/or the *Bracy* Action, or any theories of recovery that were, or could have been, raised at any point in the *Sheffler* Action and/or the *Bracy* Action. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.* and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

51. **"Released Parties"** means Americold Realty Trust and Americold Logistics LLC, and their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on their behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

52. **"Releasing Parties"** means the Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement, and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

53. **"Residual Cash Payment"** means the Settlement Class Member Benefit consisting of a flat residual cash payment that Settlement Class Members may elect and receive upon submission of a Valid Claim under Section V herein.

54. **"Service Award"** means any payments made, subject to Court approval, to Settlement Class Representatives.

55. **"Settlement Administrator"** means Kroll Settlement Administration LLC or "Kroll," which was selected by Class Counsel and agreed upon by the Parties and which has experience in class action settlement notice and administration, including data breach class action settlement notice and administration, and who has been retained by Class Counsel to carry out the Notice Program, claims administration, and all other tasks relating to the settlement administration.

56. **"Settlement Class"** means all persons in the United States who were notified by Americold that their Private Information was impacted in the Data Incidents. Excluded from the Settlement Class are (a) Americold, any entity in

which Americold has a controlling interest, and Americold's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over the *Bracy* Action and the members of their immediate families and judicial staff; and (c) any individual who timely and validly opts out of the Settlement. It is estimated that the Settlement Class includes approximately 189,000 unique individuals.

57. **"Settlement Class Member"** means any person within the definition of Settlement Class as defined herein.

58. **"Settlement Class Member Benefit"** means the Documented Losses Payment, Residual Cash Payment, and Credit Monitoring that may be elected by Settlement Class Members.

59. "**Settlement Class Representatives**" means Lamont Bracy, Jalisa Samuels, Sean Sheffler, Branden Turner, Brandice Turner, Joseph Vincent, and Belinda Goss.

60. **"Settlement Fund"** means the non-reversionary $5,250,000 cash fund that Americold has agreed to pay or cause to be paid under the terms of the Settlement.

61. **"Settlement Fund Account"** means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

62. **"Settlement Website"** means the website the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall describe the process for Settlement Class Members to submit Claim Forms and obtain information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards, Plaintiffs' Motion for Final Approval, and the Final Approval Order and Judgment, as well as other documents the Parties agree to post or the Court orders posted. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator. The Settlement Website shall not include any advertising and will be indexed so that it is searchable. The Settlement Website shall remain online and operable for six months after entry of the Final Approval Order and Judgment.

63. **"*Sheffler* Action"** means the case styled as *Sean Sheffler, Ty Baugh, Belinda Goss, and Travis Rogers v. Americold Realty Trust*; Northern District of Georgia Case No. 1:21-cv-01075-MHC.

64. **"Unknown Claims"** means any and all Released Claims that any

Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members 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.**

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

65. **"Valid Claim"** means a Claim Form or tear-off claim form submitted by a Settlement Class Member that is: (a) submitted in accordance with the

provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information required in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the claimant to validate the claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the claim is not a Valid Claim.

III. Settlement Fund

66. The Settlement Fund shall consist of a non-reversionary fund of five million two hundred fifty thousand United States Dollars ($5,250,000.00), which shall be paid as follows:

a. Within ten (10) business days of the entry of the Preliminary Approval Order or within ten (10) business days of receipt of payment information and a W-9 for the Settlement Fund Account, whichever is later, Americold will pay or cause to be paid $200,000 into the Settlement Fund Account to pay for Administration Costs, which amount will be credited towards the $5,250,000.00 total amount of the Settlement Fund.

b. Within ten (10) business days of the Effective Date, Americold shall deposit or cause to be deposited the remaining balance of the Settlement Fund ($5,050,000) into the Settlement Fund Account.

67. The Settlement Fund shall be used to pay: (i) all Administration Costs (including applicable taxes, if any), (ii) Attorneys' Fees and Expenses and Service Awards, if approved by the Court, and (iii) the cost of providing all Settlement Class Member Benefits approved by the Settlement Administrator, including Cash Payments and Credit Monitoring.

68. The funds in the Settlement Fund Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg.§ 1.468B-l at all times since creation of the Settlement Fund Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund Account or otherwise, including any taxes or tax detriments that may be imposed on Americold, Americold's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Settlement Fund Account, for any period during which the Settlement Fund Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Settlement Fund Account. Americold,

Americold's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Settlement Fund Account shall indemnify and hold Americold, Americold's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

69. In no event shall Americold be obligated to pay or cause to be paid more than five million two hundred fifty thousand United States Dollars ($5,250,000.00) in connection with the Settlement.

IV. <u>Certification of the Settlement Class</u>

70. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Americold agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that the *Bracy* Action shall proceed as a settlement class action; provided however, that if a Final Approval Order and Judgment is not issued or the Effective Date is not reached, then any certification shall be null and void and, for the avoidance of doubt, Americold shall retain all rights to object to any future requests to certify a class in both the *Sheffler* Action and the *Bracy* Action. Plaintiffs and Class Counsel shall not reference this Agreement or any negotiations leading to this Agreement in support of any subsequent motion for class certification of any class in either the *Bracy* Action or *Sheffler* Action.

V. <u>Settlement Benefits</u>

71. When submitting a claim, Settlement Class Members may choose (1) a Documented Losses Payment and/or (2) a Residual Cash Payment. Regardless of whether a Settlement Class Member selects a Documented Losses Payment and/or a Residual Cash Payment, he or she may also submit a claim for Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Documented Losses Payment

Settlement Class Members may submit a claim for a Documented Losses Payment under this section for up to a total of $25,000.00 per Settlement Class Member upon presentation of documented out-of-pocket losses related to the 2020 Data Incident and/or the 2023 Data Incident, subject to *pro rata* increase or decrease. Out-of-pocket losses are unreimbursed costs, losses, or expenditures actually incurred by a Settlement Class Member in responding to either Data Incident. To receive a Documented Losses Payment, a Settlement Class Member must: (1) elect a Documented Losses Payment on the Claim Form attesting to incurring documented losses; (2) provide documentation supporting the unreimbursed cost, loss, or expenditure (including its amount); and (3) include a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting any out-of-pocket loss can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents 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 to other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their claim is rejected by the Settlement Administrator for any reason and the Settlement Class Member fails to cure his or her claim, the claim will be rejected and the Settlement Class Member's claim will be treated as if he or she elected Residual Cash Payment.

b. Residual Cash Payment

A Settlement Class Member may elect to receive a Residual Cash Payment, which is a flat cash payment. The amount of the Residual Cash Payment will be calculated by determining the funds remaining in the Settlement Fund after the payment of Documented Loss Payments, costs of Credit Monitoring, Administration

Costs, Attorneys' Fees and Expenses, and Service Awards (the "Residual") and dividing the Residual among those Settlement Class Members with Valid Claims for the Residual Cash Payment. Settlement Class Members that are identified by the Settlement Administrator as being notified of both the 2020 Data Incident and the 2023 Data Incident will receive double the amount received by Settlement Class Members that are identified by the Settlement Administrator as being notified of either the 2020 Data Incident or the 2023 Data Incident (but not both). Settlement Class Members that are identified by the Settlement Administrator as being notified of both the 2020 Data Incident and the 2023 Data Incident are estimated to receive \$200. Settlement Class Members that are identified by the Settlement Administrator as being notified of either the 2020 Data Incident or the 2023 Data Incident (but not both) are estimated to receive \$100.

72. **Credit Monitoring.** In addition to electing a Documented Losses Payment and/or a Residual Cash Payment, Settlement Class Members are also eligible to claim three years of three bureau credit monitoring, which will include at least \$1 million in identity theft protection services and the following features: (1) dark web scanning with user notification if potentially unauthorized use of a Settlement Class Member's Private Information is detected; (2) identity theft insurance; (3) real-time credit monitoring with Equifax, Experian, and TransUnion; and (4) access to fraud resolution agents. Settlement Class Members may elect to

receive Credit Monitoring even if they do not elect to receive a Documented Loss Payment and/or a Residual Cash Payment. Settlement Class Members who make a claim for Credit Monitoring but do not make a claim for a Residual Cash Payment will automatically be deemed to have made a claim for a Residual Cash Payment. The cost of providing Credit Monitoring described in this Paragraph shall be paid from the Settlement Fund.

73. **Business Practice Changes**. Plaintiffs have received assurances that Defendant has undertaken reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the facts and circumstances of the Data Incidents and Defendant's responses thereto, and the changes and improvements that have been made to protect Settlement Class Members' Private Information.

VI. Settlement Approval

74. Within ten (10) days of execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a First Amended Consolidated Class Action Complaint in the *Bracy* Action. Before the deadline for Defendant to respond to the Complaint, Plaintiffs shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

75. The Motion for Preliminary Approval shall, among other things,

request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and claim process; (5) appoint Class Counsel, the Settlement Class Representatives, and the Settlement Administrator; (6) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (7) stay the *Sheffler* Action, the *Bracy* Action, and any related actions pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing.

76. After entry by the Court of a Preliminary Approval Order, and no later than fourteen (14) days before the Final Approval Hearing, Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment, including a request that the preliminary certification of the Settlement Class for settlement purposes be made final.

77. Class Counsel shall share drafts of any memoranda in support of preliminary approval and final approval with Americold at least two (2) business days before filing the same and shall consider any proposed edits by Americold in good faith.

VII. Settlement Administrator

78. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

79. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the claims process, administering the Settlement Fund, and distributing the Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims. Within ten (10) days following the filing of this Settlement Agreement with the Court and pursuant thereto, Defendant in conjunction with the Settlement Administrator shall cause a CAFA Notice to be served upon the appropriate state and federal officials.

80. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by providing Notice to the Settlement Class by Postcard Notice and sending Long Form

Notices and paper Claim Forms on request from individuals in the Settlement Class;

b. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: the claimant is a Settlement Class Member; the claimant was notified of the 2020 Data Incident, the 2023 Data Incident, or both; the claimant has provided all information required to complete the Claim Form by the Claim Form Deadline (including any documentation that may be necessary to reasonably support a claim); and the amount of the award (if any) to which the claimant is entitled;

c. Establish and maintain the Settlement Fund in the Settlement Fund Account approved by the Parties (including paying all taxes relating to the Settlement Fund and Settlement Fund Account);

d. Establish and maintain a post office box to receive opt-out requests and Claim Forms from the Settlement Class Members;

e. Establish and maintain the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;

f. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

g. Respond to any mailed Settlement Class member inquiries;

h. Process all opt-out requests from the Settlement Class;

i. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of claims submitted, claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. Within five (5) Business Days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests for exclusion (i.e., requests to opt out), a list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the requirements of the Settlement, and any other information requested by the Parties' counsel;

k. In advance of the Final Approval Hearing (and at least three business days before the Final Approval Hearing), prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

l. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

m. Send Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service;

n. Pay Court-approved Attorneys' fees and Expenses, and Service Awards out of the Settlement Fund;

o. Pay Administration Costs out of the Settlement Fund following approval by Class Counsel; and

p. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

81. The Notice Program and Notices will be reviewed and approved by the

Settlement Administrator and may be revised as agreed upon by the Parties prior to submission to the Court for approval. Non-substantive revisions to the Notices may also be made prior to dissemination of Notice.

VIII. Notice to the Settlement Class and Opt-Out and Objection Procedure

82. Defendant will coordinate to make available to the Settlement Administrator the Class Lists no later than ten (10) days after entry of the Preliminary Approval Order.

83. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class Members' mailing addresses, to the extent known. Notice shall also be published on the Settlement Website.

84. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose.

85. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for individuals in the Settlement Class to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object

to the Settlement and/or Motion for Attorneys' Fees, Expenses and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

86. The Settlement Administrator shall establish the Settlement Website as soon as practicable after entry of the Preliminary Approval Order, but no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

87. The Long Form Notice shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the

Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement clearly indicating a request to be excluded from the Settlement Class. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. Any individual who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.

88. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Motion for Attorneys' Fees, Expenses, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions.

89. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be

considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Preliminary Approval Order. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

90. For an objection to be considered by the Court, the objection must also set forth:

a. The case name and number of the *Bracy* Action;

b. The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;

c. All grounds for the objection;

d. A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel;

e. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and

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

91. If an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether pro se or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

92. Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement, the Preliminary Approval Order, and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

93. Upon Court approval, Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

IX. Claim Form Process and Disbursement of Cash Payments

94. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

95. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

96. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any claimant is a Valid Claim.

97. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

98. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies

actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from claimants or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

99. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may (but is not required to) send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the claim and have it submitted for consideration. The Settlement Administrator shall notify the claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the claimant's physical or e-signature. A claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the claimant timely and adequately provides the requested

information and/or documentation, the claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the claim unless Defendant and Class Counsel otherwise agree.

100. Where a good faith basis exists, the Settlement Administrator may reduce or reject a claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The claimant is not a Settlement Class Member;

f. The claimant submitted a timely and valid request to opt-out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

101. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a claim is rejected for fraud or duplication, the Settlement Administrator shall notify the claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a claim shall be final and binding.

102. The Settlement Administrator shall provide all information gathered in investigating claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

103. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

104. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than seventy-five (75) days after the Effective Date.

105. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 180 days to negotiate the check.

106. Upon the Effective Date, the Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the program, including the activation code.

X. Attorneys' Fees, Expenses and Service Awards

107. **Attorneys' Fees and Expenses -** Class Counsel shall submit a request to the Court for payment of Attorneys' Fees of up to 35% of the Settlement Fund, and for reimbursement of Expenses incurred in prosecuting and settling the *Sheffler* Action and the *Bracy* Action. Any request for Attorneys' Fees and Expenses must be filed with the Court at least twenty-one (21) days before the Objection Deadline.

If approved by the Court, such Attorneys' Fees and Expenses shall be paid by the Settlement Administrator from the Settlement Fund within ten (10) business days after the Effective Date.

108. **Service Awards** – In recognition of the time and effort the Settlement Class Representatives expended in pursuing the *Sheffler* Action and the *Bracy* Action and in fulfilling their obligations and responsibilities as Settlement Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request Service Awards for the Settlement Class Representatives in an amount not to exceed $3,000.00 each. If approved, the Service Awards shall be paid within twenty-one (21) days of the Effective Date by the Settlement Administrator out of the Settlement Fund. The Service Award payments to the Settlement Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

109. This Settlement is not contingent on approval of the request for Attorneys' Fees and Expenses or Service Awards. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees and Expenses or Service Awards, all remaining provisions of the Agreement shall remain in full force and effect. The provisions for Attorneys' fees and Expenses and the Service Awards were not negotiated until after all material terms of the Settlement.

110. Unless otherwise ordered by the Court, Class Counsel shall have sole

discretion to allocate the amount of any approved Attorneys' Fees and Expenses amongst counsel who have appeared on behalf of Plaintiffs. Defendant shall have no liability or other responsibility for allocation of the Attorneys' Fees and Expenses.

XI. <u>Final Approval Order and Final Judgment</u>

111. Plaintiffs shall file their Motion for Final Approval of the Settlement, no later than fourteen (14) days before the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards. In the Court's discretion, the Court may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Motion for Attorneys' Fees, Expenses, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

112. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Motion for Attorneys' Fees, Expenses, and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from pursuing or asserting any of the Released Claims at any time and in any jurisdiction against any Released Parties, including during any appeal from the Final Approval Order and Judgment and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XII. **Disposition of Residual Funds**

113. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund within 45 days following the 180-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court.

XIII. **Releases**

114. As of the Effective Date, all Releasing Parties hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all

Released Claims against the Released Parties, except for claims relating to the enforcement of the Settlement or Agreement.

115. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

116. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

117. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the *Sheffler* Action and/or the *Bracy* Action shall be dismissed with

prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement.

118. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

119. For the avoidance of doubt, the Settlement Class Representatives covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who requested to be excluded from the Settlement, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the

Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

XIV. **Termination of Settlement**

120. The Effective Date of the Settlement shall be the first business day after all of the following conditions have occurred:

a. The Court enters the Preliminary Approval Order without material change to the Parties' agreed-upon proposed Preliminary Approval Order, which shall include approval of the Notice Program;

b. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order and Notice Program;

c. The Court enters the Final Approval Order and Judgment without material change to the Parties' agreed-upon proposed Final Approval Order and Judgment; and

d. The Final Approval Order and Judgment has become final because (i) the time for appeal, petition, rehearing, or other review has expired; or (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.

121. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be cancelled and terminated.

122. Defendant shall have the option to terminate this Agreement if more than a specified number of Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement, as agreed to by the Parties in a separate writing that has been executed by them contemporaneously with the execution of this Agreement, and, if requested, submitted to the Court for in camera review. If exercised, Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the Settlement Administrator provides the final list of valid opt-out requests, or the option to terminate pursuant to this paragraph shall be considered waived.

123. This Settlement may be terminated by either the Settlement Class Representatives or by Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within ten (10) business days (or such longer time as may be agreed between Class Counsel and Defendant) after any of the following occurrences:

a. The Settlement Class Representatives and Defendant mutually agree to termination before the Effective Date;

b. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Settlement Agreement;

c. An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;

d. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Approval Order and Judgment, the Final Approval Order and Judgment, or the Settlement; or

e. The Effective Date does not occur.

124. In the event this Agreement is terminated or fails to reach the Effective Date, then the Parties shall return to the status quo ante in the *Sheffler* Action and the *Bracy* Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file status reports seeking to reopen the *Sheffler* Action and the *Bracy* Action. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by

this Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc. For the avoidance of doubt, in the event the Agreement is terminated or fails to reach the Effective Date, the Parties agree that the Complaint shall be stricken from the *Bracy* Action, shall be treated as vacated, nunc pro tunc, and the Parties shall continue to litigate in the respective *Sheffler* Action and *Bracy* Action.

125. In the event this Agreement is terminated or fails to reach the Effective Date, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Administration Costs actually incurred or due to be paid as of the date of termination. After payment of any Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within twenty-one (21) days of termination.

126. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the *Sheffler* Action, the *Bracy* Action, or any other action or proceeding for any purpose. In such event, all Parties to the *Sheffler* Action and the *Bracy* Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XV. No Admission of Liability

127. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in either the *Sheffler* Action or the *Bracy* Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the *Sheffler* Action and/or the *Bracy* Action.

128. Class Counsel believe the claims asserted in the *Sheffler* Action and the *Bracy* Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the *Sheffler* Action and the *Bracy* Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed

Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

129. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of 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.

130. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) 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 the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the *Sheffler* Action, *Bracy* Action, or in any proceeding in any court, administrative agency, or other tribunal.

131. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVI. **Miscellaneous Provisions**

132. Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes of this Agreement.

133. Gender and Plurals. As used in this Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

134. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

136. 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 and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

137. Contact with Settlement Class Members. The Parties agree that Class Counsel may communicate with Settlement Class Members regarding the Settlement, and Americold shall not interfere with such communication.

Notwithstanding the foregoing, all information shared during discovery remains subject to the Stipulated Protective Orders entered by the Court.

138. Discovery. All discovery produced or exchanged in either the *Bracy* Action or *Sheffler* Action shall continue to be governed by the terms of the Stipulated Protective Order(s) previously entered by the Court. Nothing in this Agreement shall modify, supersede, or otherwise affect the applicability or enforceability of any such Protective Order(s), which shall remain in full force and effect after execution of this Agreement and Final Approval of the Settlement.

139. Resolution of *Sheffler* Action. The Parties agree to use their best efforts to ensure that the *Sheffler* Action will remain stayed pending final Court approval of the Settlement Agreement. Within seven (7) days of the Effective Date, Plaintiffs in the *Sheffler* Action shall file a stipulation of dismissal with prejudice of the *Sheffler* Action in a form to be approved by the Parties.

140. Integration and No Reliance. With the exception of the Agreement described in Paragraph 122, this Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. With the exception of the Agreement described in Paragraph 122, this Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those set forth in this Agreement. No covenants, agreements, representations, or warranties of any

kind have been made by any Party, except as provided for herein.

141. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

142. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Georgia, without regard to the principles thereof regarding choice of law.

143. 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 Parties do not sign the same counterparts. Original signatures are not required.

144. 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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's

injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order. The Court shall have and retain exclusive jurisdiction over any suit, action, proceeding, or dispute regarding any allocation of any amount awarded by the Court of the Attorneys' Fees and Expenses.

145. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Terence R. Coates
MARKOVITS, STOCK & DEMARCO, LLC
119 East Court Street, Suite 530
Cincinnati, OH 45202
tcoates@msdlegal.com

MaryBeth V. Gibson
GIBSON CONSUMER LAW
GROUP, LLC
4729 Roswell Road
Suite 208-108
Atlanta, GA 30342
marybeth@gibsonconsumerlawgroup.com

John A. Yanchunis
MORGAN & MORGAN
COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
jyanchunis@ForThePeople.com

Gary M. Klinger

MILBERG, PLLC
227 Monroe Street, Suite 2100
Chicago, IL 60606
gklinger@milberg.com

If to Defendant or Defendant's Counsel:

Kristine M. Brown
Gavin Reinke
M. Ashley Miller
ALSTON & BIRD
1201 West Peachtree Street
Atlanta, GA 30309
Kristy.Brown@alston.com
Gavin.Reinke@alston.com
Ashley.Miller@alston.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

146. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court. Following the Effective Date, this Agreement may not be modified or amended, nor may any of its provisions be waived, absent a court order. As identified herein, non-material modifications to the Notice Program materials may be made without further approval of the Court.

147. No Waiver. The waiver by any Party of any breach of this Agreement

by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

148. Authority. Class Counsel (for Plaintiffs and the Settlement Class) and Defendant represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. 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 on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

149. Agreement Mutually Prepared. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

150. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the *Sheffler* Action and the *Bracy* Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the *Sheffler* Action or *Bracy* Action as reflected in this

Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the *Sheffler* Action and the *Bracy* Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

151. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

<u>CLASS COUNSEL (on behalf of the Settlement Class Representatives, who have specifically assented to the terms of this Settlement Agreement, and the Settlement Class):</u>

MARKOVITS, STOCK & DEMARCO, LLC
By: *<u>/s/ Terry R. Coates</u>* ____________________ Dated: <u>May 15, 2026</u> ________
Terence R. Coates

MILBERG, PLLC
By: *<u>/s/ Gary M. Klinger</u>* ____________________ Dated: <u>May 20, 2026</u> ________
Gary M. Klinger

GIBSON CONSUMER LAW GROUP, LLC
By: *<u>/s/ MaryBeth V. Gibson</u>* ________________ Dated: <u>May 15, 2026</u> ________
MaryBeth V. Gibson

MORGAN & MORGAN COMPLEX LITIGATION GROUP
By: *<u>/s/ John A. Yanchunis</u>* __________________ Dated: <u>May 15, 2026</u> ________
John A. Yanchunis

<u>DEFENDANTS</u>

AMERICOLD LOGISTICS LLC and AMERICOLD REALTY TRUST
By: ___________________________________ Dated: ______________________
Name:
Title:

<u>DEFENDANTS' COUNSEL</u>

ALSTON & BIRD LLP
By: ___________________________________ Dated: _______________________
Kristine M. Brown

CLASS COUNSEL (on behalf of the Settlement Class Representatives, who have specifically assented to the terms of this Settlement Agreement, and the Settlement Class):

MARKOVITS, STOCK & DEMARCO, LLC
By: ________________________________
Terence R. Coates

MILBERG, PLLC
By: ________________________________
Gary M. Klinger

GIBSON CONSUMER LAW GROUP, LLC
By: ________________________________
MaryBeth V. Gibson

MORGAN & MORGAN COMPLEX LITIGATION GROUP
By: ________________________________
John A. Yanchunis

DEFENDANTS

AMERICOLD LOGISTICS LLC and AMERICOLD REALTY TRUST
By: Nathan Harwell
Name: Nathan Harwell (May 29, 2026 12:26:26 EDT)
Title: EVP, Chief Legal & People Officer

DEFENDANTS' COUNSEL

ALSTON & BIRD LLP
By: Kristine McAlister Brown
Kristine M. Brown

EXHIBIT 1

Lamont Bracy, et al. v. Americold Logistics, LLC
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

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

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION SETTLEMENT

Records indicate that you are eligible for benefits from a class action settlement regarding the Americold Data Incidents.

www.[website].com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>
<<Country>>

A Settlement has been reached with Americold Realty Trust and Americold Logistics, LLC (collectively, "Defendant" or "Americold") in a class action lawsuit about two separate cybersecurity incidents, on or about November 16, 2020 (the "2020 Data Incident"), and on or about April 26, 2023 (the "2023 Data Incident"), that allowed unauthorized access to the personally identifiable information and protected health information (collectively "Private Information") of current and former employees, and/or job applicants. This Private Information may have included full names, Social Security numbers, addresses, driver's license numbers, state identification numbers, passport numbers, financial account information, health insurance information, and medical information. Plaintiffs allege that Defendant failed to properly secure and safeguard this Private Information. Defendant denies all allegations of liability and wrongdoing.

Who is included? Defendant's records indicate you are a Settlement Class Member. The Settlement Class is defined as all persons in the United States who were notified by Americold that their Private Information was impacted in the Data Incidents.

What does the Settlement provide? If approved by the Court, the Defendant will pay $5,250,000 into a Settlement Fund to resolve the lawsuit. After deducting Court-approved Attorneys' Fees and Expenses, Service Awards, Administrative Costs, and the costs of paying for Credit Monitoring, the balance will be used to provide Settlement Class Member Benefits. Settlement Class Members may file a Claim Form to receive either (i) a cash payment of up to $25,000 for unreimbursed Documented Losses or (ii) a Residual Cash Payment. All Cash Payment amounts may be adjusted based on the total number of Valid Claims filed and available funds. Settlement Class Members may also choose to receive three (3) years of Credit Monitoring**.**

How do I get Settlement Benefits? You must submit a Claim Form online at **www.[website].com** or by mail by **Month XX, 2026**, to receive Settlement Benefits. Please visit the Settlement Website for a full description of the Settlement Benefits and how to submit a Claim Form.

What are my other options? If you do nothing, you will be legally bound by the terms of the Settlement and will "release" your legal claims against the Defendant and the other Released Parties as defined in the Settlement Agreement. If you do not want to be legally bound by the Settlement, you must take steps to be excluded from the Settlement, or "opt out," by **Month XX, 2026**. If you want to object to the Settlement or some part of it, you may file an objection by **Month XX, 2026**. Please visit **www.[website].com** for more information on the claims you are releasing and instructions on how to opt out or object.

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing on **Month XX, 2026** to consider approving the Settlement, attorneys' fees of up to 35% of the Settlement Fund ($1,837,500), plus reimbursement of expenses, and $3,000 Service Award payments to each of the Settlement Class Representatives for bringing and settling the case. You or your attorney may appear at the hearing at your own cost, but you don't have to do so. This Notice is only a summary. To access more information or related documents, or to change your address, please visit **www.[website].com** or call toll-free **XXX-XXX-XXXX**.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Northern District of Georgia, Atlanta Division
Lamont Bracy, et al. v. Americold Logistics, LLC, Case No.: 1:23-cv-05743-TWT

Were you notified that your Private Information may have been accessed in a Data Incident involving Americold?
You may be eligible for benefits from a class action settlement.

A Federal Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with Americold Realty Trust and Americold Logistics, LLC (collectively, the "Defendant" or "Americold") in a class action lawsuit about two separate cybersecurity incidents, on or about November 16, 2020 (the "2020 Data Incident"), and on or about April 26, 2023 (the "2023 Data Incident"), that allowed unauthorized access to the personally identifiable information and protected health information (collectively "Private Information") of customers, current and former employees, and/or consumers. Plaintiffs assert that Defendant failed to properly secure and safeguard this Private Information. The Defendant denies all allegations of liability and wrongdoing.
- Defendant's records indicate you are a Settlement Class Member. The Settlement Class is defined as all persons in the United States who were notified by Americold that their information was impacted in the Data Incidents.
- If approved by the Court, Defendant will pay $5,250,000 into a Settlement Fund to resolve the lawsuit. After deducting court-approved Attorneys' Fees and Expenses, Service Awards, Administrative Costs, and the costs of providing Credit Monitoring, the balance will be used to provide Settlement Class Member Benefits. Settlement Class Members may file a Claim Form to receive (i) a payment of up to $25,000 for unreimbursed Documented Losses or (ii) a Residual Cash Payment, which is estimated to be $200 if a Settlement Class Member is identified by the Settlement Administrator as having been notified of both the 2020 Data Incident and the 2023 Data Incident, or $100 if a Settlement Class Member is identified by the Settlement Administrator as having been notified of either the 2020 Data Incident or the 2023 Data Incident (but not both).
- Settlement Class Members may also choose to receive three (3) years of Credit Monitoring, in addition to the Cash Payment they elect.
- If you are a Settlement Class Member, your rights are affected whether you do or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive Settlement Benefits is by submitting a timely and Valid Claim.	**Month XX, 2026**
OPT OUT OF THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you will keep the right to sue Defendant and other Released Parties about the Released Claims resolved by this Settlement. You will not receive any benefits from the Settlement.	**Month XX, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form and receive Settlement Benefits.	**Month XX, 2026**
DO NOTHING	If you do nothing, you will not get any Settlement Benefits and you give up the right to sue, continue to sue, or be part of another lawsuit against Defendant and other Released Parties about the Released Claims the Settlement resolves.	**No Deadline**

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
  - The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Lamont Bracy, et al. v. Americold Logistics, LLC*, Case No. 1:23-cv-05743-TWT, pending in the United States District Court for Northern District of Georgia, Atlanta Division. The people that filed this lawsuit are called the "Plaintiffs" and the company they sued, Americold Logistics, LLC, is called the "Defendant" or "Americold."

2. What is this Action about?

A Settlement has been reached with Americold in a class action lawsuit about two separate cybersecurity incidents, on or about November 16, 2020 (the "2020 Data Incident"), and on or about April 26, 2023 (the "2023 Data Incident"), that allowed unauthorized access to the personally identifiable information and protected health information (collectively "Private Information") of current and former employees, and/or job applicants. This Private Information may have included full names, Social Security Numbers, addresses, driver's license numbers, state identification numbers, passport numbers, financial account information, health insurance information, and medical information. Americold notified Settlement Class Members about the 2020 Data Incident beginning on or about March 4, 2021 and about the 2023 Data Incident beginning on or about December 8, 2023.

Plaintiffs assert that Defendant failed to properly secure and safeguard this Private Information. Defendant denies all allegations of liability and wrongdoing.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Settlement Class Representatives" or Plaintiffs. Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Settlement, the Settlement Class Representatives are Plaintiffs Lamont Bracy, Jalisa Samuels, Sean Sheffler, Branden Turner, Brandice Turner, Joseph Vincent, and Belinda Goss.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments. The Plaintiffs and their attorneys, who also represent Settlement Class Members as "Class Counsel," think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class includes all persons in the United States who were notified by Americold that their Private Information was impacted in the Data Incidents.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (a) Americold, any entity in which Americold has a controlling interest, and Americold's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over the *Bracy* Action and the members of their immediate families and judicial staff; and (c) any individual who timely and validly opts out of the Settlement.

THE SETTLEMENT BENEFITS

7. What are the Settlement Benefits?

Under the proposed Settlement, the Defendant will pay $5,250,000 into a Settlement Fund to resolve the Action. The Settlement Fund will provide Credit Monitoring and Cash Payments to Settlement Class Members who submit Valid Claims, as well as Administrative Costs, Court-approved Attorneys' Fees and Expenses, and Service Awards.

Settlement Class Members may choose to receive either a Documented Losses Payment or a Residual Cash Payment:

- **Documented Losses Payment**: Up to $25,000 per Settlement Class Member for unreimbursed, documented losses related to the 2020 Data Incident and/or the 2023 Data Incident; *or*
- **Residual Cash Payment**: A cash payment estimated at $200.00 if a Settlement Class Member is identified by the Settlement Administrator as having been notified of both the 2020 Data Incident and the 2023 Data Incident; or a cash payment estimated at $100 if a Settlement Class Member is identified by the Settlement Administrator as having been notified of either the 2020 Data Incident or the 2023 Data Incident (but not both).
- Settlement Class Members may also choose to receive three (3) years of Credit Monitoring, which will include at least $1 million in identity theft protection services.

The Defendant has also undertaken reasonable steps to further secure their systems and environments to protect Settlement Class Members' data.

8. Tell me more about the Documented Losses Payment.

Settlement Class Members may choose to submit a Claim for up to $25,000 for unreimbursed losses related to the 2020 Data Incident and/or the 2023 Data Incident. Reasonable documentation must be included. Losses include, but are not limited to: long-distance telephone charges; cell phone minutes (if charged by the minute); internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident); costs of credit reports purchased as a result of the Data Incident; documented costs paid for credit monitoring services and/or fraud resolution services purchased as a result of the Data Incident; and documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Incident.

Examples of reasonable documentation include, but are not limited to, telephone records, correspondence (including emails), and receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. If you do not submit reasonable documentation or your Claim for Documented Losses is rejected by the Settlement Administrator for any reason, and you fail to cure your Claim for Documented Losses, it will be rejected and become a Claim for a Residual Cash Payment.

You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

Settlement Class Members who make a Claim for Documented Losses can also choose to receive three (3) years of Credit Monitoring.

9. Tell me more about the Residual Cash Payment.

The amount of the Residual Cash Payment will be calculated by determining the funds remaining in the Settlement Fund after the payment of Documented Loss Payments, costs of Credit Monitoring, Administration Costs, Attorneys' Fees and Expenses, and Service Awards (the "Residual") and dividing the Residual among those Settlement Class Members with Valid Claims for the Residual Cash Payment. Settlement Class Members that are identified by the Settlement Administrator as being notified of both the 2020 Data Incident and the 2023 Data Incident will receive double the amount received by Settlement Class Members that are identified by the Settlement Administrator as being notified of either the 2020 Data Incident or the 2023 Data Incident (but not both). Settlement Class Members that are identified by the Settlement Administrator as being notified of both the 2020 Data Incident and the 2023 Data Incident are estimated to receive $200. Settlement Class Members that are identified by the Settlement Administrator as being notified of either the 2020 Data Incident or the 2023 Data Incident (but not both) are estimated to receive $100. No documentation is required.

Settlement Class Members who make a Claim for Residual Cash Payment can also choose to receive three (3) years of Credit Monitoring.

10. Tell me more about the Credit Monitoring benefit.

In addition to the Cash Payment(s), Settlement Class Members may also submit a Claim to receive three (3) years of Credit Monitoring, which will include at least $1 million in identity theft protection services. After the Court grants Final Approval of the Settlement and any appeals have been resolved, the Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the program, including the activation code.

11. How will the Cash Payments be calculated?

All Cash Payments will be subject to a *pro rata* (equal percentage) increase or decrease based on the amount of Valid Claims filed and the amount of money left in the Settlement Fund after all Administrative Costs, Attorneys' Fees and Expenses, Court-approved Service Awards, and the costs of providing Credit Monitoring are deducted.

12. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement Class, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about any of the legal claims this Settlement resolves. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found **www.[website].com**.

HOW TO GET A PAYMENT – MAKING A CLAIM

13. How do I submit a Claim Form for Settlement Benefits?

You must submit a Claim Form, with any necessary documentation, to receive Settlement Benefits. Claim Forms may be submitted online by **Month XX, 2026**, at **www.[website].com** or mailed to the Settlement Administrator, postmarked by **Month XX, 2026**, at:

Lamont Bracy v. Americold Logistics, LLC
c/o Kroll Settlement Administration LLC
ATTN: Claims
P.O. Box XXXXXX
New York, NY 10150-XXXX

14. When will I get my Settlement Benefits?

The short answer is – after the Settlement is "finally approved" and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, at **XX:XX x.m. ET**, to decide whether to approve the Settlement, the Attorneys' Fees and Expenses for Class Counsel for representing the Settlement Class, and Service Awards for the Settlement Class Representatives.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Benefits will be distributed as soon as possible, if and when the Court grants final approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court appointed Gary Klinger of Milberg, PLLC, John Yanchunis of Morgan & Morgan Complex Litigation Group, MaryBeth Gibson of Gibson Consumer Law Group, LLC, and Terence Coates of Markovits Stock & DeMarco, LLC as Class Counsel to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

16. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Settlement Class Counsel will ask the Court to approve attorneys' fees of up to 35% of the Settlement Fund ($1,837,500), plus reimbursement of expenses, as well as $3,000 Service Award payments to each of the seven (7) Settlement Class Representatives for bringing and settling the case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

18. How do I opt out of the Settlement?

If you do not want to receive any Settlement Benefits, and you want to keep your right to separately sue Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The last day to submit an "opt-out request" from the Settlement is **Month XX, 2026**.

To opt out of the Settlement, you must submit a written opt-out request that includes the following information:

- A statement clearly indicating that you want to opt out of the Settlement Class, such as "I wish to be excluded from the Settlement Class in *Lamont Bracy, et al. v. Americold Logistics, LLC*, Case No. 1:23-cv-05743-TWT";
- Your name, address, telephone number, and email address; and
- Your personal signature.

Your opt-out request must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

Lamont Bracy v. Americold Logistics, LLC
c/o Kroll Settlement Administration LLC
ATTN: Request for Exclusion
P.O. Box XXXXXX
New York, NY 10150-XXXX

If you do not timely and validly request to opt out, you will be bound by the terms of the Settlement Agreement.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Benefits, the request for the Attorneys' Fee Award, or the Service Award payments, the releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, it must include:

a. The case name and number, *Lamont Bracy, et al. v. Americold Logistics, LLC*, Case No. 1:23-cv-05743-TWT;

b. Your full name, mailing address, and telephone number, and if represented by counsel, his/her name, address and telephone number;

c. All grounds for the objection;

d. A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel;

e. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and

f. Your personal signature (an attorney's signature is not sufficient).

If an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether pro se or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

Your objection must be filed with the Court and mailed or shipped to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, so that the postmark or shipping date is no later than **Month XX, 2026**.

Clerk of the Court	Defendant's Counsel
U.S. District Court for the Northern District of Georgia Clerk of the Court 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309	Kristine McAlister Brown Gavin Reinke ALSTON & BIRD 1201 West Peachtree Street Atlanta, GA 30309
Class Counsel	
Terence R. Coates MARKOVITS, STOCK & DEMARCO, LLC 119 East Court Street, Suite 530 Cincinnati, OH 45202	MaryBeth V. Gibson GIBSON CONSUMER LAW GROUP, LLC 4279 Roswell Road, Suite 208-108 Atlanta, GA 30342
John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N. Franklin Street, 7th Floor Tampa, FL 33602	Gary M. Klinger MILBERG, PLLC 227 Monroe Street, Suite 2100 Chicago, IL 60606
Settlement Administrator	
Lamont Bracy v. Americold Logistics, LLC c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box XXXXXX New York, NY 10150-XXXX	

20. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you opt out, you cannot object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

21. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, at **XX:XX x.m. ET**, at the U.S District Court for the Northern District of Georgia, Street Address, City, GA Zip, to decide whether to approve the Settlement, the Attorneys' Fee Award of 35% of the Settlement Fund ($1,837,750) plus expenses for Class Counsel for representing the Settlement Class, and $3,000 Service Awards for each of the seven (7) Settlement Class Representatives who brought this lawsuit on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above (*see* Question 19), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement Agreement and will not be eligible to receive Settlement Benefits.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website **www.[website].com**. If you have additional questions or need to update your address, you may contact the Settlement Administrator via the Settlement Website, by phone at **(XXX) XXX-XXXX**, or by mail at:

Lamont Bracy v. Americold Logistics, LLC
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

EXHIBIT 3

0000000000000
0 0 0 0 0 0 0 0 0 0 0 0 0

Your claim must be submitted online or postmarked by: Month XX, 2026

CLAIM FORM

Lamont Bracy, et al. v. Americold Logistics, LLC
Case No.: 1:23-cv-05743-TWT
United States District Court for the Northern District of Georgia
Atlanta Division

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, you have been identified as a Settlement Class Member whose Private Information was impacted as a result of the 2020 Data Incident and/or 2023 Data Incident. You may submit a Claim for Settlement Class Member Benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website www.[website].com for more information.

The Claim Form Deadline to receive Settlement Class Member Benefits is Month XX, 2026.

Claim Forms filed online at www.[website].com must be submitted by the Claim Form Deadline. This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any necessary supporting documentation, postmarked by the Claim Form Deadline, to: *Lamont Bracy, et al. v. Americold Logistics, LLC*, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX.

You may submit a Claim for the following Settlement Class Member Benefits:

Check either Documented Losses Payment or Residual Cash Payment below to select your Cash Payment option.

- **Documented Losses Payment**: Up to $25,000 per Settlement Class Member for reimbursement of reasonable documented losses related to the 2020 Data Incident and/or the 2023 Data Incident. Documentation must be provided. See Section III for a list of documented losses.

  OR

- **Residual Cash Payment**: Settlement Class Members that are identified by the Settlement Administrator as having been notified of both the 2020 Data Incident and the 2023 Data Incident are estimated to receive $200. Settlement Class Members that are identified by the Settlement Administrator as being notified of either the 2020 Data Incident or the 2023 Data Incident (but not both) are estimated to receive $100. No documentation is required.

- **Credit Monitoring**: Three (3) years of Credit Monitoring which will include at least $1 million in identity theft protection services. After the Court grants Final Approval of the Settlement and any appeals have been resolved, the Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the program, including the activation code. No documentation is required.

Note: All Cash Payments will be subject to a *pro rata* (equal percentage) increase or decrease based on the amount of Valid Claims filed and the amount of money left in the Settlement Fund after all Administrative Costs, Attorneys' Fees and Expenses, and Service Awards approved by the Court are deducted.

I. NAME AND CONTACT INFORMATION

☐ Provide your name and contact information below along with the Class Member ID on your mailed Notice. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

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Class Member ID:		
First Name:		Last Name:
Address 1:		
Address 2:		
City:	State: ___ ___	Zip Code: ___ ___ ___ ___ ___
Telephone:		Email:_________________________@_________._____

II. PAYMENT SELECTION

<u>If you would like to receive your payment through electronic transfer,</u> please visit the Settlement Website (**www.[website].com**) and timely file your Claim Form online on or before **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. If you submit this Claim Form by mail, you will receive your payment by check.

III. a. DOCUMENTED LOSSES PAYMENT

You may submit a Claim for up to $25,000 for reasonable documented losses related to the 2020 Data Incident and/or the 2023 Data Incident, subject to *pro rata* increase or decrease. Reasonable documentation must be provided. Losses include, but are not limited to: long-distance telephone charges; cell phone minutes (if charged by the minute); internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident); costs of credit reports purchased as a result of the Data Incident; documented costs paid for credit monitoring services and/or fraud resolution services purchased as a result of the Data Incident; and documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Incident.

Examples of reasonable documentation include, but are not limited to, telephone records, correspondence (including emails), and receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. If you do not submit sufficient documentation or your Claim for Documented Losses Payment is rejected by the Settlement Administrator for any reason and you fail to cure your Claim for Documented Losses, it will be rejected and will become a Claim for Residual Cash Payment.

You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

You must have unreimbursed documented losses from fraud or identity theft related to the 2020 Data Incident and/or the 2023 Data Incident and submit documentation to obtain this reimbursement.

☐ I have attached documentation showing that the documented losses listed below were related to the Data Incident.

Cost Type (Fill in all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Example: Credit Monitoring Service	<u>0 7</u>/<u>17</u>/<u>25</u> (mm/dd/yy)	$50.00	Copy of credit monitoring service bill

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Cost Type (Fill in all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
	___/___ ___/___ ___ (mm/dd/yy)	$__________._____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$__________._____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$___________._____	

III. b. RESIDUAL CASH PAYMENT

Check the box below if you would like to receive the Residual Cash Payment.

☐ **I elect to receive a Residual Cash Payment**: The amount of the Residual Cash Payment will be calculated by determining the funds remaining in the Settlement Fund after the payment of Documented Loss Payments, costs of Credit Monitoring, Administration Costs, Attorneys' Fees and Expenses, and Service Awards (the "Residual") and dividing the Residual among those Settlement Class Members with Valid Claims for the Residual Cash Payment. Settlement Class Members that are identified by the Settlement Administrator as being notified of both the 2020 Data Incident and the 2023 Data Incident will receive double the amount received by Settlement Class Members that are identified by the Settlement Administrator as being notified of either the 2020 Data Incident or the 2023 Data Incident (but not both). Settlement Class Members that are identified by the Settlement Administrator as being notified of both the 2020 Data Incident and the 2023 Data Incident are estimated to receive $200. Settlement Class Members that are identified by the Settlement Administrator as being notified of either the 2020 Data Incident or the 2023 Data Incident (but not both) are estimated to receive $100. No documentation is required.

<u>Note</u>: All Cash Payments will be subject to a *pro rata* (equal percentage) increase or decrease based on the amount of Valid Claims filed and the amount of money left in the Settlement Fund after all Administrative Costs and Attorneys' Fees and Expenses, and Service Awards approved by the Court are deducted.

IV. CREDIT MONITORING

Check the box below if you would also like to receive Credit Monitoring.

☐ **I elect to receive Credit Monitoring**: In addition to electing a Documented Losses Payment or a Residual Cash Payment, Settlement Class Members are also eligible to claim three years of three bureau credit monitoring, which will include at least $1 million in identity theft protection services. After the Court grants Final Approval of the Settlement and any appeals have been resolved, the Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the program, including the activation code. No documentation is required.

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V. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature: ____ Date (mm/dd/yyyy): ________________

Print Name: ____

Reminder:

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the "Contact Us" section of the Settlement Website at www.[website].com and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you to complete your request. If you do not know your Class Member ID, please contact the Settlement Administrator.

For more information, please visit www.[website].com or call the Settlement Administrator toll free at (XXX) XXX-XXXX.