

DISTRICT COURT, DENVER COUNTY, COLORADO 1437 Bannock Street Denver, CO 80202	
ABIGAIL SCHOEDER-RUMMEL, Individually, and on behalf of all others similarly situated, Plaintiff, v. MILE HI FOODS, CO., Defendant.	
	Case No.: 2024CV33968 Div.:
<u>SETTLEMENT AGREEMENT AND RELEASE</u>	

This “Settlement Agreement” is made and entered into by and among the following Settling Parties (as defined below): (i) Abigail Schoeder-Rummel (“Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel Strauss Borrelli PLLC, respectively (“Proposed Class Counsel” or “Class Counsel”); and (ii) Mile Hi Foods, Co., (“Mile Hi” or “Defendant”) (together, with Plaintiff, the “Parties”) by and through its counsel of record, O’Hagan Meyer LLC. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE CLASS ACTION LAWSUIT

Plaintiff alleged that on approximately September 13, 2024, Defendant experienced a data

incident (the “Data Incident”) which allegedly compromised the private information (“Private Information”) of the current and former employees of Defendant (the “Settlement Class” or “Settlement Class Members”). In particular, Plaintiff alleged that names and Social Security numbers were compromised in the Data Incident.

On November 14, 2024, Plaintiff filed her Class Action Complaint in the United States District Court for the District of Colorado—which was stylized as *Schoeder-Rummel v. Mile Hi Foods, Co.*, No. 1:24-cv-3170 (D. Colo.) (“Federal Action”). Based on information exchanged between the Parties, on December 19, 2024, Plaintiff voluntarily dismissed the Federal Action without prejudice. Thereafter, on December 20, 2024, Plaintiff filed the present Class Action Complaint in the District Court for Denver County, Colorado, captioned as *Schoeder-Rummel v. Mile Hi Foods, Co.*, Case No. 2024CV33968 (Denver Co., CO) (“Lawsuit”). On March 24, 2025, the Parties submitted their Joint Notice of Settlement. The next day, on March 25, 2025, the Court approved the Joint Notice and vacated all deadlines.

II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTling

Representative Plaintiff believes the claims asserted in the Lawsuit have merit. However, Plaintiff and Proposed Class Counsel recognize the significant expense, time, and risk involved in continued litigation, including motion practice, trial, and potential appeals. They have also considered the uncertain outcome and the inherent risks and delays associated with complex litigation. Proposed Class Counsel are highly experienced in class action litigation and well-versed in relevant claims, remedies, and defenses. Based on this, Proposed Class Counsel have determined that the terms of this Settlement Agreement are fair, reasonable, and adequate, and in the best interests of the Representative Plaintiff and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Mile Hi denies each and all of the claims and contentions alleged against it in the Lawsuit. Mile Hi denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, Mile Hi has concluded that continuing to defend the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Mile Hi has also considered the uncertainty and risks inherent in any litigation. Mile Hi has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, on behalf of herself and the Settlement Class Members, Proposed Class Counsel, and Mile Hi that, subject to Court approval, the Lawsuit and the Released Claims shall be fully and finally compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those who timely opt-out pursuant to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions.

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

1.1 “Aggregate Cap” means the maximum total amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) that the Released Entities will be required to pay under this Settlement Agreement. This amount includes all payments for valid claims submitted by Settlement Class Members (including claims for ordinary losses, extraordinary losses, alternative cash payment, and/or credit monitoring); any requests for attorney fees and costs, any service

award; Notice costs, and Claims Administration costs. If the total amount of these payments exceeds Four Hundred Thousand Dollars and Zero Cents (\$400,000.00), the Claims Administrator will reduce payments on valid and timely claims on a *pro rata* basis.

1.2 “Agreement” or “Settlement Agreement” means this agreement.

1.3 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process set forth in this Agreement.

1.4 “Claims Administration” means providing notice, in accordance with the terms of this Settlement Agreement, to the Settlement Class Members, and the processing and payment of approved claims received from Settlement Class Members by the Claims Administrator.

1.5 “Claims Administrator” means CPT Group or another company agreed upon by the Settling Parties and approved by the Court that is experienced in administering class action claims, particularly those arising in network security or data incident litigation.

1.6 “Claims Deadline” means the postmark or submission deadline for valid claims, which shall be no more than ninety (90) days from the date Notice is sent to Settlement Class Members.

1.7 “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury, but shall not require notarization. The Claim Form template is attached as **Exhibit C** to this Settlement Agreement.

1.8 “Costs of Claims Administration” means all actual costs associated with or arising from the Claims Administration.

1.9 “Court” means the District Court for Denver County, Colorado.

1.10 “Data Incident” means the data security event that impacted Defendant on or around September 13, 2024, and allegedly compromised the Private Information of Defendant’s current and former employees. The types of Private Information allegedly compromised included, without limitation, names and Social Security numbers.

1.11 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.12 “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 1.14 have occurred and been met.

1.13 “Facially Valid” means a Claim Form that satisfies the following criteria: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any necessary documentation to reasonably support the claimant’s class membership and the expenses claimed; and (3) the submitted information is sufficient for a reasonable person to conclude that it is more likely than not that the claimant incurred the claimed losses as a result of the Data Incident.

1.14 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.15 "Final Approval Order" means an order entered by the Court, substantially the same in form as the one attached hereto as **Exhibit E**, that: (i) Certifies the Settlement Class pursuant to Colorado Rule of Civil Procedure 23 (C.R.C.P. 23); (ii) Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement; (iii) Dismisses Plaintiff's claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement; (iv) Approves the Release provided in Section 10 of this Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties; (v) Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement; (vi) Reserves jurisdiction over the Settlement and this Settlement Agreement; and (vii) Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

1.16 "Judgment" means a judgment entered by the Court in the form attached as **Exhibit E**, or a form substantially similar thereto.

1.17 "Long Form Notice" means the detailed notice, substantially in the form attached as **Exhibit B**, that will be posted on the Settlement Website and will provide comprehensive information about the Settlement.

1.18 "Notice" means the written notice to be sent to the Settlement Class Members or published on the Settlement Website pursuant to the Preliminary Approval Order entered by the Court.

1.19 The “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.

1.20 “Notice Plan” means the notice plan described in Section 7.

1.21 “Objection Date” means the date by which Settlement Class Members must file any objection to the Settlement with the Court and mail copies to Class Counsel and counsel for Mile Hi for the objection to be effective. The postmark date shall serve as proof of timely mailing. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.22 “Opt-Out Date” means the date by which Settlement Class Members must submit a request for exclusion from the Settlement Class. To be effective, the request must be postmarked by this date, which shall be sixty (60) days after the Notice Commencement Date. The postmark date shall serve as proof of timely mailing.

1.23 “Person” means any individual or entity, including a corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any of its political subdivision or agencies, and any other business or legal entity.

1.24 “Preliminary Approval Order” means the order entered by the Court preliminarily approving the Settlement Agreement as fair and reasonable and directing that notice be provided to the Settlement Class. The proposed form of the Preliminary Approval Order is attached as **Exhibit D**.

1.25 “Plaintiff’s Counsel,” “Class Counsel,” and/or “Proposed Class Counsel” means Cassandra P. Miller of Strauss Borrelli PLLC.

1.26 “Related Entities” means Mile Hi and its past or present parents, subsidiaries, divisions, affiliates and their respective predecessors, successors, directors, officers, employees,

principals, agents, attorneys, insurers, and reinsurers. It also includes any Person affiliated with these entities who was, is or could have been named as a defendant in the Federal Action or the Lawsuit, except for any Person found by a court of competent jurisdiction to have initiated, caused, aided, or abetted in the criminal conduct underlying the potential Data Incident, or who pleads *nolo contendere* to any such charge(s).

1.27 “Released Claims” shall collectively mean any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, or are based upon the Data Incident and/or the disclosure of Private Information in connection with or resulting from the Data Incident, including, but not limited to negligence, negligence *per se*, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of third-party beneficiary contract, unjust enrichment, breach of fiduciary duty, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relate to the exposure of Private Information in the potential Data Incident, including conduct that was alleged or could have been alleged in the

Lawsuit, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information, which the Class Representative or any member of the Settlement Class ever had, now has, or hereinafter may have up to the entry of the Final order and judgment in this Lawsuit against the Released Entities. Released Claims shall not include the right of Representative Plaintiff, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement. Nothing in this Release is intended to, does, or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the potential Data Incident and/or the facts alleged in the Lawsuit. Released Claims shall include Unknown Claims as defined in Paragraph 1.35. Released Claims shall not include the claims of Settlement Class Members who timely excluded themselves from the Settlement Class.

1.28 “Released Entities” means Mile Hi and its Related Entities.

1.29 “Representative Plaintiff” means Abigail Schoeder-Rummel.

1.30 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.31 “Settlement Class” means the individuals whose Private Information was allegedly compromised during the Data Incident and who received notice from Defendant. Defendant represents that the Settlement Class consists of approximately 3,747 unique individuals. The Settlement Class specifically excludes: (i) Mile Hi and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which Mile Hi has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, Sections, groups, counsels and/or subdivisions;

(iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the potential Data Incident, or who pleads *nolo contendere* to any such charge.

1.32 “Settlement Class Member(s)” means any Person who falls within the definition of the Settlement Class.

1.33 “Settling Parties” means, collectively, Mile Hi and the Representative Plaintiff, individually and on behalf of the Settlement Class.

1.34 “Short Form Notice” is the postcard notice that will be mailed to each available Settlement Class Member and substantially in the form of **Exhibit A**.

1.35 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Entities that, if known by him or her, might have affected his or her settlement with, and release of, the Released Entities, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement.

Settlement Class Members, including Representative Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.36 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.37 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process set forth in this Agreement.

2. Settlement Class Certification.

2.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or canceled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person’s or Settling Party’s position on the issue of class certification or any other issue. The Settling Parties’ agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Settlement Benefits.

3.1 Claims-Made: Subject to the terms of this Settlement Agreement, the Released Entities shall make available the following settlement benefits—on a wholly claims-made basis—to Settlement Class Members who submit a timely and valid Claim Form:

(a) Documented Ordinary Losses. Settlement Class Members may submit a claim for documented out-of-pocket expenses fairly traceable to the Data Incident, up to Five Hundred Dollars and Zero Cents (\$500.00) per individual. Ordinary Losses may include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were

incurred on or after the date of the Data Incident through the date of claim submission; and (iii) bank fees, long-distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Incident. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims with the Claims Form. This can include receipts or other documentation of the costs incurred. “Self-prepared” documents, such as handwritten receipts, are not, on their own, sufficient to qualify for reimbursement benefits under this Section, but can be considered to add clarity or support to other submitted documentation.

(b) Documented Extraordinary Loss. Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Data Incident, up to a maximum of Three Thousand Dollars and Zero Cents (\$3,000.00), upon submission of a valid Claim Form and supporting documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between the date of the Data Incident and the Claims Deadline; (iv) the loss is not already covered by one or more of the other reimbursement categories; (v) the Settlement Class Member made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented

Extraordinary Loss, Settlement Class Members must submit a Claims Form and supporting documentation of the loss and, if not readily apparent from the documentation, a description of how the loss is fairly traceable to the Data Incident.

(c) Alternative Cash Payment. In lieu of making a claim for ordinary and/or extraordinary losses, Settlement Class Members can claim an Alternative Cash Payment of Fifty Dollars and Zero Cents (\$50.00). To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

3.2 Credit Monitoring. All Settlement Class Members are eligible to enroll in two (2) years of one (1) bureau Credit Monitoring Services, upon submission of a valid Claim Form. Each Settlement Class Member who submits a valid Claim Form for Credit Monitoring Services shall receive an activation code, as set forth below in Section 5. All Claim Forms must be verified by the claimant with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

3.3 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline. The Notice will specify this deadline, and other relevant dates described herein. If the Settlement Class Member seeks the reimbursement option, the Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator as described below, shall result in denial of a claim. Disputes as to claims submitted under this Paragraph are to be resolved pursuant to the provisions stated in Section 4.

3.4 Notice and Administration Costs: Subject to the Aggregate Cap, all costs associated with notice to the Settlement Class as required under this Settlement Agreement, and Costs of Claims Administration shall be paid by the Released Entities separate and apart from any other sums agreed to under this Settlement Agreement.

3.5 Attorney's Fees and Expenses. Subject to the Aggregate Cap, payment of attorneys' fees and expenses will be made in accordance with Section 11 below and will be paid separate and apart from any other sums agreed to under this Settlement Agreement.

3.6 Service Award. Subject to the Aggregate Cap, payment of any Service Award to the Representative Plaintiff will be made in accordance with Section 11 below which shall be paid separate and apart from any other sums agreed to under this Settlement Agreement.

4. Dispute Resolution for Claims.

4.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

4.2 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

4.3 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

5. Settlement Administration.

5.1 The Released Entities shall pay all costs associated with the Claims Administrator, including, without limitation, Costs of Claims Administration and Notice, in their entirety and in accordance with this Settlement Agreement.

5.2 The Settling Parties have agreed to request that the Court appoint CPT Group as Claims Administrator. Once approved by the Court, the Claims Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

5.3 The Claims Administrator will cause the Notice Plan to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Claims Administrator may request the assistance of the Settling Parties to facilitate providing notice and to accomplish such other purposes as may be approved by Mile Hi's Counsel and Proposed Class Counsel. The Settling Parties shall reasonably cooperate with such requests.

5.4 Notice to Class Members shall be provided in accordance with the Notice Plan described in Section 7 of this Settlement Agreement ("Notice Plan"). The Notice Plan shall be subject to Court approval to ensure it satisfied constitutional due process requirements.

5.5 Settlement Website: The Claims Administrator shall establish and maintain a dedicated settlement website ("Settlement Website") throughout the claim period. The Settlement Website will include the Court-approved Notices to Class Members, the Claim Form, this

Settlement Agreement, and copies of any Court Orders related to this Settlement Agreement. All content and documents posted on the Settlement Website must be approved by both Proposed Class Counsel and Mile Hi's Counsel.

5.6 Toll-Free Help Line: A toll-free help line, staffed with an adequate number of live operators, shall be made available to address inquiries from Settlement Class Members. Upon request, the Claims Administrator will also provide copies of the Court-approved Notices, Claim Form, as well as this Settlement Agreement.

5.7 Activation Code for Credit Monitoring Services: The Settlement Administrator shall, within forty-five (45) days of the effective date, send an activation code to each Settlement Class Member who submitted a claim for Credit Monitoring Services that can be used to activate Credit Monitoring Services provided for under Section 3 of this Agreement. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after they are sent or mailed and may be used to activate the full term if used at any time during that 180-day period. The provider shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of two (2) years from the date of activation.

5.8 Information Required to Facilitate Approval of Settlement: Prior to the Final Fairness Hearing, Proposed Class Counsel and Mile Hi's Counsel shall cause to be filed with the Court an appropriate affidavit or declaration confirming compliance with the Notice Plan set forth in this Agreement. The Claims Administrator shall provide any necessary and appropriate affidavits and/or declarations requested by the Settling Parties to support this filing.

5.9 Modifications to the Form Notices and Claim Form: The Notices and Claim Form approved by the Court may be adjusted by the Claims Administrator, in consultation and

agreement with the Settling Parties or their Counsel, provided such modifications are reasonable and consistent with the Court's approval.

6. Administration of Claims.

6.1 The Claims Administrator will carry out Claims Administration in accordance with the terms of this Settlement Agreement, any additional procedures agreed upon by Proposed Class Counsel and Mile Hi's Counsel, and under the supervision and direction of the Court, as circumstances may require.

6.2 To make a claim for any of the Settlement Benefits described above in Section 3, a Settlement Class Member must complete and submit a valid and timely Claim Form. Claim Forms shall be submitted either by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted on or before the Claims Deadline.

6.3 The Claims Administrator will review and evaluate each Claim Form, including any required documentation submitted for timeliness, completeness, and validity.

6.4 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether a submitted claim form is Facially Valid. The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

6.5 The Claims Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) days after the Effective Date or (b) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Proposed Class Counsel and/or Mile Hi's Counsel to the extent

requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement. Mile Hi's Counsel or the Claims Administrator will provide other reports or information as requested by the Court.

6.6 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 3, above. Proposed Class Counsel and Mile Hi's Counsel shall be given reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set herein.

6.7 Subject to the terms and conditions of this Settlement Agreement, Released Entities shall transmit needed claimant compensation funds to the Claims Administrator, and the Claims Administrator shall mail or otherwise provide payment for Valid and/or approved Claims.

6.8 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, Mile Hi shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

6.9 All Settlement Class Members who fail to timely submit a Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

6.10 No Person shall have any claim against the Claims Administrator, Mile Hi, Proposed Class Counsel, Representative Plaintiff, and/or Mile Hi's Counsel based on distributions of benefits to Settlement Class Members.

6.11 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Mile Hi shall have no obligation to make payments to the Settlement Class Member or expense reimbursement under Section 3, or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

7. Notice to Settlement Class.

7.1 The Settling Parties agree that the following Notice Plan provides reasonable notice to the Settlement Class.

7.2 Notice shall be provided to Settlement Class Members via: (1) direct notice as provided herein; and (2) notice on the Settlement Website.

7.3 Within seven (7) days of the entry of the Preliminary Approval Order, Mile Hi shall provide the Claims Administrator with the names and mailing addresses of the Settlement Class Members known to them.

7.4 Within thirty (30) days after the entry of the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class in accordance with this Notice Plan and subject to the requirements of this Agreement and the Preliminary Approval Order.

7.5 Notice shall be sent to Settlement Class Members as a single postcard via first-class U.S. mail.

7.6 If any mailed Notice is returned by the Postal Service as undeliverable, the Claims Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable mailed Notice is returned without a forwarding address, the Claims Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned as undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Settling Parties nor the Claims Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

7.7 The Notice sent to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Claims Administrator shall have the discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Proposed Class Counsel and Mile Hi's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

7.8 No later than thirty (30) days following entry of the Preliminary Approval Order, and prior to the mailing of the Notice to Settlement Class Members, the Claims Administrator will create a dedicated Settlement Website. The Claims Administrator shall cause the Complaint, the

Short Form Notice, the Long Form Notice, and the Claim Form (in a form substantially similar to that attached hereto as **Exhibit C**), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Proposed Class Counsel and Mile Hi's Counsel, for which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Short Form Notice sent to Settlement Class Members.

7.9 The Settlement Website shall be maintained and updated until thirty (30) days after Final Order and Judgment.

7.10 Reminder Notice. The Claims Administrator will provide a reminder notice via first-class U.S. mail if less than 2% of the Settlement Class has submitted a claim, and forty-five (45) days have passed since the Notice Commencement Date.

7.11 Claim Forms shall be returned or submitted to the Claims Administrator via U.S. mail or submitted through the Settlement Website by the Claims Deadline set by the Court or be forever barred.

7.12 The Released Entities shall pay the entirety of the costs of Claims Administration and the costs of providing Notice to the Settlement Class in accordance with the Preliminary Approval Order.

8. Opt-Out Procedures.

8.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent through the Settlement Website or to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted.

The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

8.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

8.3 Within fourteen (14) days after the last day of the Opt-Out Period, the Claims Administrator shall furnish to Proposed Class Counsel and to Mile Hi's Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

8.4 In the event that within fourteen (14) days after the Opt-Out Deadline, there have been requests for exclusions totaling more than 25 individuals, Defendant may void this Settlement Agreement by notifying Settlement Class Counsel in writing.

9. Objection Procedures.

9.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection,

accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement of whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Mile Hi's Counsel as set forth below. For all objections mailed to Proposed Class Counsel and Mile Hi's Counsel, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

Upon respective Proposed Class Counsel via mail and e-mail at:

Cassandra Miller
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
T: (872) 263-1100
F: (872) 263-1109
cmiller@straussborrelli.com

Upon Mile Hi's Counsel via mail and e-mail at:

James W. Davidson
O'HAGAN MEYER LLC
One East Wacker Drive
Suite 3400
Chicago, Illinois 60601
jdavidson@ohaganmeyer.com

9.2 Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement

Agreement and by all proceedings, orders and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

10. Releases.

10.1 Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

10.2 Upon the Effective Date, Mile Hi shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

11. Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiff.

11.1 Attorneys' fees, costs, and expenses of Proposed Class Counsel, and a service award to the Representative Plaintiff, shall be paid by the Released Entities as set forth herein, subject to Court approval.

11.2 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to the Representative Plaintiff until after the substantive terms of the settlement had been agreed upon, other than that Mile Hi would pay reasonable attorneys' fees, costs, expenses, and service award to the Representative Plaintiff as may be agreed to by Mile Hi's Counsel and the Proposed Class Counsel and/or as ordered by the Court. Mile Hi's Counsel and Proposed Class Counsel then negotiated and agreed to the procedure described herein.

11.3 Attorney Fees and Costs: The Settling Parties agree that, at least fourteen (14) days prior to the Opt-Out and Objection Date, Proposed Class Counsel will file a motion for the Court's approval of attorneys' fees, costs, and expenses in an amount not to exceed One Hundred and Ten Thousand Dollars and Zero Cents (\$110,000.00). Mile Hi's Counsel has agreed to not object to a request for attorneys' fees, costs, and expenses in an amount not to exceed One Hundred and Ten Thousand Dollars and Zero Cents (\$110,000.00). If approved by the Court, Released Entities will pay the Court-approved amount for attorneys' fees and costs up to One Hundred and Ten Thousand Dollars and Zero Cents (\$110,000.00) to an account established by Proposed Class Counsel.

11.4 Service Award: The Settling Parties agree that Representative Plaintiff will request a Service Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) in recognition of their efforts in the litigation and their commitment to representing the Settlement Class. Mile Hi's Counsel has agreed to not oppose Representative Plaintiff' requests for a Service Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00). If approved

by the Court, Released Entities will pay or cause to be paid the Service Award to an account established by Proposed Class Counsel.

11.5 Timing of Application to Court: Proposed Class Counsel will file the motion for approval of the Service Award and attorneys' fees and expenses with the Court no later than fourteen (14) days prior to the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court.

11.6 Timing of Payment: Mile Hi shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service award to the Representative Plaintiff to an account established by Proposed Class Counsel within fourteen (14) days of the Effective Date.

11.7 If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Mile Hi shall have no obligation to pay attorneys' fees, costs, expenses, or service award and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

11.8 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to the Representative Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or the Representative Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

12. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing.

12.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an Exhibit, requesting entry of a Preliminary Approval Order substantially similar in form, in both terms and cost, to that attached hereto as **Exhibit D**, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion for Final Hearing and Application for a Class Representative Service Award and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiff as the Class Representative;
- f) approval of (1) a customary short-form notice, substantially similar to the one attached hereto as **Exhibit A** ("Short-Form Notice"), to be sent to Settlement Class Members by email, or if the email is undeliverable, the Short-Form Notice will instead be sent by mailed postcard; and (2) a customary long-form notice, substantially similar to the one attached hereto as **Exhibit B** ("Long-Form Notice"), to be posted on the Settlement Website. Together, the Notices shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the

extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

g) appointment of a Claims Administrator, or such other provider of claims administrative services, as may be jointly agreed to by the Settling Parties; and

h) approval of a claim form substantially similar to that attached hereto as

Exhibit C.

12.2 The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

13. Final Approval Hearing.

13.1 Proposed Class Counsel and Mile Hi's Counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

13.2 The Settling Parties will recommend that the Final Approval Hearing be scheduled no earlier than one-hundred and sixty (160) days after the entry of the Preliminary Approval Order.

13.3 Proposed Class Counsel will file with the Court their brief in support of Final Approval, attorneys' fees and costs and Service Award no later than fourteen (14) days before the Final Approval Hearing, or as directed by the Court.

13.4 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to Mile Hi's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

13.5 At least twenty-one (21) days prior to the Final Approval Hearing, the Claims Administrator shall provide an appropriate affidavit or declaration detailing its compliance with the Court-approved Notice Plan. This document will be provided to Proposed Class Counsel and Mile Hi's Counsel for filing with the Court in support of the Settling Parties' request for Final Approval of this Settlement Agreement.

13.6 The Settling Parties shall ask the Court to enter the Final Approval Order and Judgment substantially the same in form as **Exhibit E** attached hereto.

14. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination.

14.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing;
- b) Mile Hi has not exercised its option to terminate the Settlement Agreement;
- c) the Court has entered the Judgment granting Final Approval to the settlement as set forth herein; and
- d) the Judgment has become Final.

14.2 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Lawsuit and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment

or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Mile Hi shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution. Mile Hi shall not, at any time, seek reimbursement for these costs from any other party to the Lawsuit or their counsel.

15. Miscellaneous Provisions.

15.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

15.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The settlement is a compromise of claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

15.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Entities; or (ii) 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 Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

15.5 The Exhibits to this Settlement Agreement and any Exhibits thereto are a material part of the settlement and are incorporated and made a part of the Settlement Agreement.

15.6 The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Lawsuit settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Mile Hi and Representative Plaintiff in connection with the payment of the Lawsuit settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between Mile Hi and Representative Plaintiff.

15.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Representative Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

15.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

15.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

15.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

15.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and

the Claims Administrator. As part of its agreement to render services in connection with this settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

15.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Colorado, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Colorado.

15.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.” “It” means “it, he, she, him, or her;” and “its” means “its, his, or hers.”

15.14 All dollar amounts are in United States dollars (USD).

15.15 All agreements made and orders entered during the course of the Lawsuit relating to the confidentiality of information shall survive this Settlement Agreement.

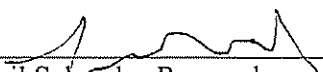
IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

AGREED TO BY:

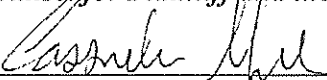
PLAINTIFF AND COUNSEL:

Plaintiff Abigail Schoeder-Rummel:


Abigail Schoeder-Rummel

Date: 05 / 05 / 2025

Counsel for Plaintiff and the Proposed Class:


By: Cassandra P. Miller as
Counsel for Plaintiff and the Proposed Class

Date: 5/7/2025

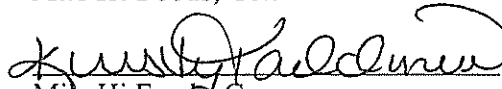
Sommer D. Luther (#35053)
WAGSTAFF LAW FIRM
940 Lincoln Street
Denver, Colorado 80203
T: (720) 208-9417
sluther@wagstafflawfirm.com

Cassandra Miller*
STRAUSS BORRELLI PLLC
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980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
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F: (872) 263-1109
cmiller@straussborrelli.com

*Admitted *Pro Hac Vice*

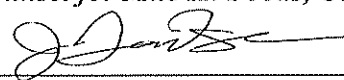
DEFENDANT AND COUNSEL:

Mile Hi Foods, Co.:


Mile Hi Foods, Co.

Date: 6/13/2025

Counsel for Mile Hi Foods, Co.:


By: James W. Davidson as
Counsel for Defendant

Date: 6-13-25

Corey Bartkus, Reg. No. 54789
O'HAGAN MEYER LLC
1331 17th St., Suite 350
Denver, Colorado 80202
T: (303) 652-5879
F: (303) 652-5877
CBartkus@ohaganmeyer.com

James W. Davidson*
IL ARDC No. 6281542
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T: (312) 442-6100
F: (312) 422-6110
j davidson@ohaganmeyer.com

*Admitted *Pro Hac Vice*

EXHIBIT A

COURT APPROVED LEGAL NOTICE

Case No. 2024CV33968

**If you were notified by Mile Hi Foods,
Co. about a September 2024
Data Security Incident, you may be
entitled to a cash payment from a
settlement.**

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

PRESORTED
First Class
US Postage
PAID

Schoeder-Rummel v. Mile Hi Foods, Co

c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»

Passcode: «Passcode»

«FullName»

«Address1» «Address2»

«City», «State» «Zip»

A settlement has been reached in a class action lawsuit against Mile Hi Foods, Co., (“Mile Hi” or “Defendant”). The Settlement resolves claims brought by individuals impacted by the data security incident that took place on or around September 13, 2024, that resulted in the potential access to the private information of Mile Hi’s current and former employees (the “Data Incident”).

Why did I Receive this Notice? You received this Notice because Mile Hi records show that your private information may have been impacted by the Data Incident.

What Does the Settlement Provide? You may file a claim for one or more of the following benefits.

Credit Monitoring Services: All Settlement Class Members may enroll in 2 years of Credit Monitoring.

Cash Payment Options: You may select only **one** of the following options—Alternative Cash Payment, Ordinary Losses, or Extraordinary Losses. These options cannot be combined.

1) Ordinary Losses: You may file a claim up to \$500 with supporting documentation.

2) Extraordinary Losses: You may file a claim up to \$3,000 with supporting documentation.

3) Alternative Cash Payment: As an alternative to filing a claim for Ordinary Losses and Extraordinary Losses, you can elect to make a claim for an Alternative Cash Payment of up to \$50, depending on the number of claims filed. No documentation is required. This amount may be adjusted if too many claims are filed (i.e., pro rata).

CLAIM FORM. The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com). Use the CPT ID and Passcode on the front of this postcard to access your Claim Form. Your claim must be submitted by **[Date]**.

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must request to be excluded (“Opt Out”) by **[Date]**. If you want to remain part of the Settlement, you may submit a written objection by **[Date]**. A more detailed notice is available on the Settlement Website [www.\[Web Address\].com](http://www.[Web Address].com) that explains how to exclude yourself or object. The Court will hold a Final Fairness Hearing on **[Date]** at **[Time]** to decide whether to approve the Settlement. You may attend the hearing at your own expense, but you are not required to do so.

This notice is a summary. For more information, visit [www.\[Web Address\].com](http://www.[Web Address].com). If you have questions, contact the Claims Administrator at **[Toll-free number]** or by email at **[Email]@cptgroup.com**.

To: [Class Member Email]
From: [Email]@cptgroup.com
Subject: Notice of Class Action Settlement – Mile Hi Foods, Co. Data Incident
Body of Email:

If you were notified by Mile Hi Foods, Co. about a September 2024 Data Security Incident, you may be entitled to a cash payment from a settlement.

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

Why did I Receive this Notice? You received this Notice because Mile Hi Foods, Co.'s ("Mile Hi" or "Defendant") records show that your private information may have compromised on or about September 13, 2024 (the "Data Incident"). You are being provided this Notice because you have a right to know about a proposed settlement of this class action, and about your rights and options, before the Court decides whether to grant final approval of the Settlement.

How do I know if I am part of the Settlement? If you received this Notice, Mile Hi's records indicate that you are included in the Settlement Class. "Settlement Class" or "Settlement Class Members" means current and former employees of Defendant who reside in the United States and whose information may have been impacted by the Data Incident.

What Does the Settlement Provide? If the Court grants final approval, Mile Hi will provide the following Settlement benefits to the Settlement Class Members:

Credit Monitoring Services: All Settlement Class Members may enroll in 2 years of credit monitoring services.

Cash Payment Options: You may select only one of the following options. These options cannot be combined.

- 1) **Ordinary Losses:** You may file a claim up to \$500 with supporting documentation.
- 2) **Extraordinary Losses:** You may file a claim for up to \$3,000 with supporting documentation.
- 3) **Alternative Cash Payment:** As an alternative to filing a claim for Ordinary Losses and Extraordinary Losses, you can elect to make a claim for an Alternative Cash Payment of up to \$50 (subject to possible pro rata adjustment). No documentation is required. This amount may also be adjusted pro rata depending on the number of claims filed.

The easiest way to submit a claim is to click on "Submit Claim" link below and enter your CPT ID [ID] and Passcode [PASSCODE].

Submit Claim

What are my Legal Rights and Options?

Submit a Claim Form by [DATE]: The only way to receive a cash payment or credit monitoring services. To submit an online claim, use the "Submit Claim" link above. If you prefer to mail in a Claim Form, a downloadable paper version is available at [www.\[WEB ADDRESS\].com](http://www.[WEB ADDRESS].com).

Exclude Yourself by [DATE]: If you ask to be excluded, you will not receive the Settlement benefits, but you may be able to file your own individual lawsuit against Mile Hi for the same claims. This is the only option that leaves you the right to file your own lawsuit against Mile Hi for the claims that are being resolved by the Settlement.

Object by [DATE]: You can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, you will be bound by the Settlement.

Do Nothing: You will not receive the Settlement benefits. You will also remain in the Settlement Class and give up your right to sue or bring any claim against Mile Hi related to the Data Incident.

The Court will hold a Final Approval Hearing at [TIME] a.m., on [DATE]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service award to the Plaintiff. If there are objections, the Court will consider them.

This notice is a summary. The Settlement Agreement and more information about the lawsuit and Settlement are available at [www.\[WEB ADDRESS\].com](http://www.[WEB ADDRESS].com). If you have questions, contact the Claims Administrator by replying to this email at [EMAIL]@cptgroup.com.

EXHIBIT B

If you were notified by Mile Hi Foods, Co. about a September 2024 Data Security Incident, you may be entitled to a Cash Payment.

Schoeder-Rummel v. Mile Hi Foods, Co.
District Court for Denver County, Colorado
Case No. 2024CV33968

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

- A settlement has been reached in a class action lawsuit against Mile Hi Foods, Co., (“Mile Hi” or “Defendant”). The Settlement resolves claims brought by individuals impacted by the data security incident that took place on or around September 13, 2024, that resulted in the potential access to the private information of Mile Hi’s current and former employees (the “Data Incident”). The private information of employees including names and Social Security numbers were potentially accessible in the Data Incident.
- You are a “Class Member” if your private information was accessed in the Data Incident and you received notice from Mile Hi regarding the incident.
- All Settlement Class Members are eligible to receive credit monitoring services and either (a) payment for documented losses up to \$3,000 or (b) a Cash Payment of up to \$50, subject to a pro rata adjustment based upon the total number of valid claims.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
DO NOTHING	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
SUBMIT A CLAIM FORM	The only way to receive a cash payment or credit monitoring services.	[Date]
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	[Date]
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	[Date]

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service award and costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

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

The Honorable [Judge] of the District Court for Denver County, Colorado is overseeing this class action. The case is known as *Schoeder-Rummel v. Mile Hi Foods, Co.*, Case No. 2024CV33968 (the “Lawsuit”). The people who filed this lawsuit are referred to as the “Plaintiffs” or “Class Representatives,” and the entity sued, Mile Hi Foods, Co. are referred to as “Defendant.”

2. What is this lawsuit about?

The Lawsuit arises from a data security incident. On or around September 13, 2024, Mile Hi discovered that a cybercriminal accessed information on its network. Defendant mailed notice of the Data Incident to Settlement Class Members.

Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendant deny all other claims made in the Lawsuit. By entering into the Settlement, Defendant are not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the claims made in this Lawsuit. The Lawsuit did not go to trial, and the Court did not decide in Plaintiffs’ or Defendant’s favor. Instead, Plaintiffs and Defendant agreed to settle the Lawsuit. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Lawsuit, and the nature of the defenses raised by Defendant.

The Class Representative in this Lawsuit is Abigail Schoeder-Rummel.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if your private information was potentially involved in the Data Incident discovered in September 2024. Defendant previously mailed notice of the Data Incident to Settlement Class Members.

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

Yes. Excluded from the Settlement Class are Defendant and their governing board members, the Judge presiding over the Lawsuit and members of the Judge's immediate family, and Settlement Class Members who submit a valid Request for Exclusion.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at [www.\[Website address\].com](http://www.[Website address].com) or call the Claims Administrator's toll-free number at [Toll-free number] or by emailing [Email address]@cptgroup.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Defendant has agreed to a claims made settlement with an aggregate cap of \$400,000.00. These funds will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service award, and attorneys' fees and costs. If the total amount of these payments exceeds \$400,000, the payments on valid claims will be reduced on a pro rata basis.

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

Credit Monitoring Services: All Settlement Class Members may enroll in two (2) years of one (1) bureau Credit Monitoring Services. Instructions for enrollment will be provided once the Settlement is approved.

Cash Payment Options: You may select only one option—Alternative Cash Payment, Ordinary Losses, or Extraordinary Losses. These options cannot be combined.

- 1. Ordinary Losses.** You may submit a timely and valid Claim Form and must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$500 per person.

Examples of Ordinary Losses include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were incurred on or after the date of the Data Incident through the date of claim submission; and (iii) bank fees, long-distance phone charges, postage, or gasoline for local travel.

Examples of supporting documentation include: (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

- 2. Extraordinary Losses.** You may submit a timely and valid Claim Form and must provide supporting documentation for up to \$3,000 per person if all of the following are met: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between the date of the Data Incident and the Claims Deadline; (iv) the loss is not already covered by one or more of the other reimbursement categories; (v) the Settlement Class Member made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Examples of Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information.

- 3. Alternative Cash Payment.** As an alternative to filing a claim for Ordinary Losses and Extraordinary Losses, you can elect to make a claim for an Alternative Cash Payment of up to \$50. To receive this benefit, Settlement Class Members must submit a Valid Claim, but no documentation is required to make a claim. The amount of the Alternative Cash Payment will be decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

If you would like to receive a cash payment or credit monitoring services under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

10. How do I submit a claim for the cash payment?

To receive a cash payment and or credit monitoring services, you must submit a valid and timely Claim Form to the Claims Administrator by **[Deadline]**. You will need your name, address, telephone number, and email address, if applicable, and unique ID provided in the Postcard Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [www.\[Website address\].com](http://www.[Website address].com). If by mail, the Claim Form must be **postmarked** by **[Deadline]**. You may request a Claim Form be mailed to you by calling **[Toll-free number]** or by writing to:

Schoeder-Rummel v. Mile Hi Foods, Co.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email address]@cptgroup.com

11. What am I giving up so as to receive the Cash Payment or to stay in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendant and Released Parties about the legal issues in the Lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

12. What are the Released Claims?

The Settlement Agreement in Section 10 describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.\[Website address\].com](http://www.[Website address].com), in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Claims Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Postcard Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Postcard Notice, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by writing to:

Schoeder-Rummel v. Mile Hi Foods, Co.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[Email address]@cptgroup.com

14. When will I receive my Settlement Benefits?

If you received notice in the mail, or if you file a timely and valid Claim Form, payment will be provided by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.[Website address].com or call the Claims Administrator or the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Cassandra Miller of Strauss Borrelli PLLC, 980 N. Michigan Avenue, Suite 1610, Chicago, IL 60611 and Sommer D. Luther of Wagstaff Law Firm, 940 Lincoln Street, Denver, CO 80203 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Lawsuit.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs not to exceed \$110,000. They will also ask the Court to approve service award not to exceed \$5,000.00 to the Plaintiff for her service to the Lawsuit and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service award will be paid by Defendant. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service award will be made available on the settlement website at www.[Website address].com before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Claims Administrator.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in the Lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail a written notice of intent to opt-out, also referred to as a “Request for Exclusion” in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone or email.

The opt-out request must be postmarked by the United States Postal Service and sent to the Claims Administrator at the following address by **[Deadline]**:

Schoeder-Rummel v. Mile Hi Foods, Co.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Incident. You must opt-out of the Lawsuit to start your own lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys’ fees, costs and service awards. The objection must include all the following information:

1. Your full name, current address, current telephone number, and any email address;
2. The case name and number — *Schoeder-Rummel v. Mile Hi Foods, Co.*, Case No. 2024CV33968;
3. Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your Postcard Notice, copy of the original notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member);
4. A written statement of the position you wish to assert, including the legal and factual grounds for the position;
5. Copies of any other documents you wish to submit in support of your position;
6. The identity of any and all counsel representing you in connection with the objection;
7. A statement whether you or your counsel request to appear at the Final Approval Hearing; and
8. Your signature or the signature of your duly authorized attorney or any other duly authorized representative representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked by the United States Postal Service Claims Administrator and emailed or mailed to Class Counsel and Mile Hi’s Counsel as provided below no later than **[Deadline]**.

CLASS COUNSEL	DEFENDANT'S COUNSEL	CLAIMS ADMINISTRATOR
Cassandra Miller STRAUSS BORRELLI PLLC One Magnificent Mile 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611 cmiller@straussborrelli.com	James W. Davidson O'HAGAN MEYER One East Wacker Drive, Suite 3400 Chicago, IL 60601 jdavidson@ohaganmeyer.com	<i>Schoeder-Rummel v. Mile Hi Foods, Co. c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 9260</i>

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 9 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Lawsuit.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, service award, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **[Date/Time]** before Judge **[Judge]** at the **[Court address]**.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service award to Plaintiff. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [www.\[Website address\].com](http://www.[Website address].com).

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in the Lawsuit about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the legal issues in the Lawsuit that are released by the Settlement Agreement.

GETTING MORE INFORMATION

26. 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 [www.\[Website address\].com](http://www.[Website address].com), by calling [\[Toll-free number\]](tel:[Toll-free number]) or by writing to:

Schoeder-Rummel v. Mile Hi Foods, Co.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[\[Email address\]@cptgroup.com](mailto:[Email address]@cptgroup.com)

**PLEASE DO NOT TELEPHONE THE COURT OR ITS
CLERK’S OFFICE REGARDING THIS NOTICE.**

EXHIBIT C

Must be postmarked or submitted online
NO LATER THAN [DATE]

Schoeder-Rummel v. Mile Hi Foods, Co.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
[www.\[Web Address\].com](http://www.[Web Address].com)

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your personal information may have been compromised in the *Schoeder-Rummel v. Mile Hi Foods, Co.* data incident that took place on or about September 13, 2024, and if you did not opt out of the settlement, you may submit a claim.

The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com), or you can complete and mail this Claim Form to the mailing address above.

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

- **Credit Monitoring Services:** In addition to electing a Cash Payment, you may submit a claim for two (2) years of one (1) bureau Credit Monitoring Services. Instructions for enrollment will be provided once the Settlement is finally approved.
- **Cash Payment Options:** You may select only **one** of the following three options. These options **cannot** be combined.
 1. **Ordinary Losses:** You may be eligible for reimbursement up to \$500 per person with supporting documentation showing that you incurred losses as a result of the Data Incident.
 2. **Extraordinary Losses:** You may be eligible for reimbursement up to \$3,000 per person if the extraordinary loss is (i) an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between the date of the Data Incident and the Claims Deadline; (iv) the loss is not already covered by one or more of the other reimbursement categories; (v) the Settlement Class Member made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.
 3. **Alternative Cash Payment:** As an alternative to filing a claim for Ordinary Losses and Extraordinary Losses, you can elect an Alternative Cash Payment of up to \$50.00. To receive this benefit, you must submit a claim, but no documentation is required. The amount of the payment may be decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.

For more information and complete instructions visit [www.\[Web Address\].com](http://www.[Web Address].com).

Settlement benefits will be distributed after the Settlement is approved by the Court and final.

Your Information

This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [\[Email\]@cptgroup.com](mailto:[Email]@cptgroup.com).

First Name	MI	Last Name

Mailing Address

City

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

State

--

ZIP Code

--	--	--	--	--

Phone Number

--	--	--

 -

--	--	--

 -

--	--	--	--

Email Address

CPT ID (Referenced on the notice mailed to you)

--	--	--	--	--	--

Credit Monitoring Services

You can receive two (2) years of free one (1) bureau Credit Monitoring Services. You can choose this option even if you also chose a Cash Payment.

Please check below to receive the Credit Monitoring Services benefit.

☐ Receive two (2) years of Credit Monitoring Services

Cash Payment

You can submit a claim for one of the following cash payments: Ordinary Losses **or** Extraordinary Losses **or** Alternative Cash Payment.

1. Ordinary Losses: You can receive reimbursement for up to \$500 total and must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$500 per person.

Examples of Ordinary Losses include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were incurred on or after the date of the Data Incident through the date of claim submission; and (iii) bank fees, long-distance phone charges, postage, or gasoline for local travel.

Examples of supporting documentation include: (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Ordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

2. Extraordinary Losses: You can receive reimbursement for documented extraordinary losses for up to \$3,000 total that were incurred as a result of the Data Incident if all of the following are met: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between the date of the Data Incident and the Claims Deadline; (iv) the loss is not already covered by one or more of the other reimbursement categories; (v) the Settlement Class Member made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Examples of Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information.

To obtain reimbursement under Extraordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or identity theft for each expense (you may redact unrelated transactions).

3. Alternative Cash Payment: As an alternative to filing a claim for Ordinary Losses and Extraordinary Losses, you can elect to make a claim for an Alternative Cash Payment of up to \$50.00 (subject to pro rata adjustment depending on the number of valid claims filed).

Please check below to receive the Alternative Cash Payment of up to \$50.00.

- ☐ I choose a cash payment of up to \$50 in the alternative to compensation for Ordinary Losses and Extraordinary Losses.

How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [www.\[Web Address\].com](http://www.[Web Address].com).

Signature

I attest under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Claims Administrator before my claim is complete and valid.

Signature

Date: ____ - ____ - ____
MM DD YYYY

Print Name

EXHIBIT D

DISTRICT COURT, DENVER COUNTY, COLORADO 1437 Bannock Street Denver, CO 80202	COURT USE ONLY
ABIGAIL SCHOEDER-RUMMEL, Individually, and on behalf of all others similarly situated, Plaintiff, v. MILE HI FOODS, CO., Defendant.	
Sommer D. Luther (#35053) WAGSTAFF LAW FIRM 940 Lincoln Street Denver, Colorado 80203 T: (720) 208-9417 sluther@wagstafflawfirm.com <i>Counsel for Plaintiff and the Proposed Class</i> Cassandra P. Miller (<i>pro hac vice</i>) STRAUSS BORRELLI PLLC One Magnificent Mile 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611 T: (872) 263-1100 F: (872) 263-1109 cmiller@straussborrelli.com <i>Counsel for Plaintiff and the Proposed Class</i>	
[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT	

Before the Court is Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Plaintiff Abigail Schoeder-Rummel ("Plaintiff") and Mile Hi Foods, Co., ("Defendant" or "Mile Hi" and, together with Plaintiff, the "Parties"), with accompanying exhibits attached to herself Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

The individuals whose Private Information was allegedly compromised during the Data Incident and who received notice from Defendant.

Excluded from the Settlement Class are (i) Mile Hi and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which Mile Hi has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, Sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating,

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

causing, aiding or abetting the potential Data Incident, or who pleads *nolo contendere* to any such charge.

Pursuant to Colorado Rules of Civil Procedure 23(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Abigail Schoeder-Rummel will likely satisfy the requirements of Rule 23 and should be appointed as the Settlement Class Representative. Additionally, the Court finds Cassandra P. Miller of Strauss Borrelli PLLC will likely satisfy the requirements of Rule 23 and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____ at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorney Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

6. **Claims Administrator.** The Court appoints CPT Group as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Claims Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Rule 23; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the Colorado Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person’s intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days after the Notice Commencement Date, and as stated in the Notice. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Date in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Date.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal

support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement of whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection must be filed with the Court and mailed to Class Counsel and counsel for Mile Hi by the Objection Date, which is no later than sixty (60) days after the Notice Commencement Date. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Colorado Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If

the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

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

Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings

Notice Commencement Date	Thirty (30) days after the entry of the Preliminary Approval Order
Reminder Notice (if applicable)	Forty-five (45) days after the Notice Commencement Date
Class Counsel's Motion for Attorney Fees, Costs, and Service Award	At least fourteen (14) days before the Opt-Out and Objection Dates
Objection Date	Sixty (60) days after the Notice Commencement Date
Opt-Out Date	Sixty (60) days after the Notice Commencement Date
Claims Deadline	Ninety (90) days after the Notice Commencement Date

Class Counsel's Motion for Final Approval	At least fourteen (14) days before the Final Approval Hearing
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IT IS SO ORDERED on this _____ day of _____, _____.

EXHIBIT E

DISTRICT COURT, DENVER COUNTY, COLORADO 1437 Bannock Street Denver, CO 80202	COURT USE ONLY
ABIGAIL SCHROEDER-RUMMEL, Individually, and on behalf of all others similarly situated, Plaintiff, v. MILE HI FOODS, CO., Defendant.	
Sommer D. Luther (#35053) WAGSTAFF LAW FIRM 940 Lincoln Street Denver, Colorado 80203 T: (720) 208-9417 sluther@wagstafflawfirm.com <i>Counsel for Plaintiff and the Proposed Class</i> Cassandra P. Miller (<i>pro hac vice</i>) STRAUSS BORRELLI PLLC One Magnificent Mile 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611 T: (872) 263-1100 F: (872) 263-1109 cmiller@straussborrelli.com <i>Counsel for Plaintiff and the Proposed Class</i>	
[PROPOSED] ORDER GRANTING <u>FINAL APPROVAL OF CLASS ACTION SETTLEMENT</u>	

Before the Court is Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiff Abigail Schroeder-Rummel ("Plaintiff") and Mile Hi Foods, Co., ("Defendant" or "Mile Hi" and, together with Plaintiff, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and Plaintiff's Unopposed Motion for Final Approval, and having conducted a Final Approval Hearing, the Court, pursuant to Rule 23, makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Rule 23 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ORDERED on this _____ day of _____, _____ that:

1. The Settlement involves allegations in Plaintiff's Class Action Complaint that Defendant was impacted by a data incident (the "Data Incident") which allegedly caused injuries to Plaintiff and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

4. On _____, the Court entered an Order Granting Preliminary Approval of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiff as the Class Representative; (d) provisionally appointed Cassandra P. Miller of Strauss Borrelli PLLC as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed CPT Group as the Claims Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to Rule 23, the Court preliminary certified the Settlement Class in this matter defined as follows:

The individuals whose Private Information was allegedly compromised during the Data Incident and who received notice from Defendant.

Excluded from the Settlement Classes are:

(i) Mile Hi and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which Mile Hi has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting

out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, Sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the potential Data Incident, or who pleads nolo contendere to any such charge.

The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Rule 23.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the Motion for Attorney Fees, Costs, and Service Award have been provided to Settlement Class Members as directed by this Court's Orders.

10. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to Rule 23 and meets the requirements of the Due Process Clauses of the United States Constitution and the Colorado Constitution.

12. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has passed.

13. _____ objections were filed by Settlement Class Members. The Court has considered all objections (if any) and finds the objections (if any) do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

14. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

15. As of the final date of the Opt-Out Period, _____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons (if any) are set forth in Exhibit _____ to this Order (if necessary). Those persons (if any) are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

16. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

17. Pursuant to the Settlement Agreement, Defendant and the Claims Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

18. The Court appoints Plaintiff Abigail Schroeder-Rummel as Class Representative.

19. The Court appoints Cassandra P. Miller of Strauss Borrelli PLLC as Settlement Class Counsel.

20. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement, as follows:

Any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, or are based upon the Data Incident and/or the disclosure of Private Information in connection with or resulting from the Data Incident, including, but not limited to negligence, negligence per se, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of third-party beneficiary contract, unjust enrichment, breach of fiduciary duty, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relate to the exposure of Private Information in the potential Data Incident, including conduct that was alleged or could have been alleged in the Lawsuit, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information, which the Class Representatives or any member of the Settlement Class ever had, now has, or hereinafter may have up to the entry of the Final order and judgment in this Lawsuit against the Released Entities.

Released Claims shall not include the right of any Settlement Class Member, Plaintiff's counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons identified in Exhibit _____ to this Final Order and Judgment, who have timely and validly requested exclusion from the Settlement Class.

21. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights,

and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

22. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

23. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

24. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class

Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiff.

25. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

26. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

27. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

28. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

IT IS SO ORDERED on this _____ day of _____, _____.
