

# **EXHIBIT A**

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release, dated April 9, 2026, is made and entered into by and among Plaintiffs Kasandra Hunley and Phillip Green (“Plaintiffs”), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant Pineland Community Service Board (“Defendant” or “Pineland”). This Settlement Agreement fully and finally resolves and settles all of Plaintiffs’ and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

### **RECITALS**

**WHEREAS**, on or about January 20, 2025, Pineland became aware of suspicious activity involving its computer network. Pineland immediately initiated a comprehensive investigation to determine the full nature and scope of the activity. Through the investigation, it was determined that certain Pineland systems were accessed by an unauthorized actor at various times between November 24, 2024 and January 20, 2025, which may have impacted Personal Information (the “Data Incident”).

**WHEREAS**, during the period of the Data Incident, an unauthorized third party may have gained access to the Personally Identifying Information (“PII”) and/or Personal Health Information (“PHI”) (collectively, “Private Information”) of approximately 22,787 individuals.

**WHEREAS**, Pineland began notifying impacted individuals about the Data Incident in or around August 2025.

**WHEREAS**, on September 12, 2025, Plaintiff Kasandra Hunley filed a putative Class Action Complaint in the Superior Court of Bulloch County, in the State of Georgia, Case No. SUCV2025000251. On September 19, 2025, Plaintiff Phillip Green filed a putative Class Action Complaint in the Superior Court of Bulloch County, in the State of Georgia, Case No. SUCV2025000254. Both Class Action Complaints pertained to Defendant Pineland’s Data Incident.

**WHEREAS**, after the Complaints were filed, the parties stipulated to three extensions of time for Defendant to file a responsive pleading.

**WHEREAS**, the Parties engaged in early resolution discussions over a period of five (5) months, including exchanging informal discovery and information related to the Data Incident.

**WHEREAS**, after numerous meetings, calls and arm’s length negotiations, the Parties agreed to a Settlement in principle.

**WHEREAS**, on January 2, 2026, the Plaintiffs’ filed a Notice of Settlement and Joint Motion to Stay, which was subsequently granted by the Court.

**WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of members of the Settlement Class defined herein but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

**WHEREAS**, Proposed Settlement Class Counsel (“Class Counsel”), on behalf of Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs’ claims, and Pineland’s potential defenses, including conducting independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation, including on a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Plaintiffs’ claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Pineland may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

**WHEREAS**, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

**WHEREAS**, Pineland has similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class with a settlement that is fair, reasonable, and adequate.

**WHEREAS**, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only, and Pineland specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Pineland of (i) the validity of any claim, defense, or fact asserted in the Action, Related Federal or State Actions, or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties, including related to the Data Incident.

**WHEREAS**, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

**WHEREAS**, this Agreement is conditioned upon the Court approving this settlement at a Final Approval Hearing, the staying of the pending Action, and the dismissal of the Action after final Court approval of this settlement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

## DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

“Action” means the class action captioned *Hunley v. Pineland Community Service Board*, Case No. SUCV2025000251, filed on September 12, 2025, in the Superior Court of Bulloch County, in the State of Georgia.

“Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

“Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.

“Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

“Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

“Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.

“Claim Form” means the form attached hereto as **Exhibit C**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

“Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

“Claims Period” means the period of time during which Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety (90) days thereafter.

“Class Counsel” or “Settlement Class Counsel” means Andrew J. Conn of Conn Law, LLC, Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., and Grayson Wells of Stranch, Jennings & Garvey, PLLC.

“Class Member” means a member of the Settlement Class.

“Class Representatives” means Kasandra Hunley and Phillip Green.

“Court” means the Superior Court of Bulloch County, in the State of Georgia.

“Data Incident” refers to the unauthorized access to Pineland’s computer network that is the subject of the Action and which Pineland learned may have impacted PHI and PII on or around January 20, 2025, and disclosed publicly in or around August 2025.

“Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are reasonably traceable to the Data Incident, as further described in Section 2(d) below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not attributable to the Data Incident and incurred on or after January 20, 2025.

“Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 9 below.

“Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.

“Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

“Final Approval Order and Judgment” means the order to be entered by the Court after the Final Approval Hearing which among other things, approves the Settlement Agreement and the settlement as fair, adequate, and reasonable, enter the Judgment, dismisses the Action with prejudice, and confirms that final certification of the Settlement Class. The Final Approval Order must be substantially similar to the form attached hereto as **Exhibit E**.

“Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Georgia Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

“Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit B**.

“Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for the Fee Award and Costs, and (iv) applicable taxes, if any.

“Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.

“Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty-five (35) days after entry of the Preliminary Approval Order.

“Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.

“Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date.

“Opt-Out Period” means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline by which Class Members must postmark a Request for Exclusion shall be sixty (60) days following the Notice Date and will be clearly set forth in the Settlement Class Notice.

“Parties” means the Plaintiffs and Defendant Pineland.

“Personal Health Information” or “PHI” means private health information of Pineland’s patients potentially impacted by the Data Incident.

“Personally Identifying Information” or “PII” means identifying information potentially impacted in the Data Incident, including names, dates of birth, Social Security numbers, and/or financial account information.

“Pineland” or “Defendant” means Defendant Pineland Community Service Board and its current and former affiliates, parents, subsidiaries, and successors.

“Pineland’s Counsel” or references to counsel for Pineland means attorney Daniel B. Snipes and other attorneys at the law firm Taulbee, Rushing, Snipes, Mash &

Hodgin, LLC, and attorney Jordan S. O’Donnell and other attorneys at the law firm Mullen Coughlin LLC.

“Plaintiffs” means Kasandra Hunley and Phillip Green.

“Preliminary Approval Order” means an order by the Court that grants conditional certification of the Settlement Class, preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto as **Exhibit D**.

“Private Information” means Personal Health Information and Personally Identifying Information, collectively.

“Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by self-prepared documents or a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting third-party documentation.

“Related Federal or State Actions” means any lawsuits besides the instant one, asserting claims that are substantially similar to the claims raised in this litigation.

“Released Claims” means any and all past, present, and future claim, liability, right, demand, matter, issue, judgment, suit, obligation, penalty, remedy, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, contingent or absolute, existing or potential, disclosed or undisclosed, matured or unmatured, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action or Related Federal or State Actions related to or arising from the Data Incident regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action or Related Federal or State Actions. “Released Claims” do not include any claims against any entity other than Released Parties and are subject to Section 3 below.

“Released Parties” means Defendant, Defendant’s current or former parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity

in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD); Georgia Department of Administrative Services (DOAS), and any and all officers, authorities, agencies, departments, units, divisions, subdivisions, instrumentalities, institutions, commissions, boards, and entities of the State of Georgia, and any officers or employees and former officers or employees of DBHDD, DOAS, and the State of Georgia, and any and all of these entities' past, present, and future officers, directors, managers, managing directors, principals, members, employees, equity holders, shareholders or stockholders, partners, servants, agents, successors, divisions, predecessors, successors, assigns, consultants, contractors, independent contractors, vendors, attorneys, accountants, administrators, financial and other advisors, underwriters, lenders, auditors, firms, trusts, corporations, general or limited partners, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

"Releasing Parties" shall refer, jointly and severally, and individually and collectively, to Class Representatives and Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

"Request for Exclusion" is the written communication by a Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement.

"Service Award" means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth in Section 7 below.

"Settlement" means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

"Settlement Administrator" means CPT Group, the third-party class action settlement administrator to selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any requests for exclusion from the Class. Class Counsel and Pineland may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

"Settlement Benefit(s)" means any Settlement Payment, the Credit and Medical/Healthcare Monitoring, the Documented Loss Payments, the Cash Fund Payments, the Prospective Relief set forth in Sections 2 and 3 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.

“Settlement Class” and “Class” means all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and members of their immediate families and their staff; (2) Pineland, its subsidiaries, parent companies, successors, predecessors, and any entity in which Pineland or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

“Settlement Fund” means the sum of **Four Hundred Seventy-Five Thousand Dollars and No Cents (\$475,000.00)**, to be paid by Pineland, as specified in Section 2(a) of this Agreement.

“Settlement Payment” means any payment to be made to any Class Member on Approved Claims pursuant to Section 2(d) herein.

“Settlement Website” means the Internet website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

“Summary Notice” means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit A**.

“Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay

such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

“Unknown Claims” means any and all Released Claims that Pineland or any Class Representative or Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement, including whether to agree, object to, and/or participate therein. Class Representative(s) and Class Counsel acknowledge, and each Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Releasing Parties intend to and expressly shall have waived the provisions, rights, and benefits and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each of the Releasing Parties may hereafter discover facts in addition to, or different from, those that he or she, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge that the foregoing waiver is a material element of the

Settlement Agreement of which this release is a part.

## 1. SECURITY COMMITMENTS; PROSPECTIVE RELIEF

(a) Pineland agrees to adopt, continue, and/or implement reasonable data and information security measures, as determined by Pineland and at its expense, which are designed to enhance Pineland's data and information security from the date of the Data Incident. The Parties have agreed that the aforementioned measures will be maintained by Pineland for at least five (5) years from the Effective Date of this Agreement. All costs associated with these data and information security measures shall be paid for by Pineland separately and apart from the Settlement Fund.

(b) Within 30 days of the date of Pineland's execution of this Agreement, Pineland will provide Class Counsel with a letter attesting to the security-related measures implemented and planned. Upon request, Pineland shall submit the declaration to the Court for review.

## 2. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

(a) Pineland agrees to make or cause to be made a payment of **Four Hundred Seventy-Five Thousand Dollars and No Cents (\$475,000.00)** to constitute the Settlement Fund. Within **twenty-one (21) days** of the Court granting preliminary approval to the Settlement, Pineland shall make a preliminary payment to the Settlement Administrator to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the "Escrow Account"). Such preliminary payment shall be in an amount identified by the Settlement Administrator as necessary for notice to be sent to Class Members, but which amount shall not exceed **One Hundred Thousand Dollars (\$100,000.00)**. The Settlement Administrator shall provide an invoice for this amount as well as payment instructions within five (5) days of the Court granting preliminary approval to the Settlement. Pineland agrees to create the remainder of the Settlement Fund within **thirty (30) days** after the Effective Date. Pineland will not be responsible for any additional monetary obligation beyond the Settlement Fund, regardless of how many class members submit claim forms. The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both parties), the Fee Award and Costs, and Service Awards.

(b) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.

(c) The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel,

Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant’s Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

(d) Settlement Payments: Each Class Member may qualify and submit a claim for one or more of the following:

(i) Documented Loss Payment. Class Members may submit a claim for Settlement Payment of up to \$5,000.00 (Five Thousand Dollars) for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member’s claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her claim, the claim will be rejected. All rejected claims—that Class Members fail to cure—will be automatically converted into claims for the Cash Fund Payment.

(ii) Cash Fund Payment. In the alternative to the Documented Loss Payment, Class Members may submit a claim to receive a *pro rata* Settlement Payment in cash (“Cash Fund Payment”). The amount of the Cash Fund Payment is subject to a *pro rata* increase or decrease and will be calculated in accordance with Section 2(i) below.

(iii) Credit and Medical/Healthcare Data Monitoring. Class Members may elect to claim two years of Credit and Medical/Healthcare Data Monitoring, which includes one credit bureau monitoring services and \$1 million in identity theft insurance. Said benefits will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Pineland. Class Members will be permitted to postpone activation of this settlement benefit for up to at least 12 months.

(e) Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods—including, but not limited to, PayPal, Venmo, and CashApp. In the event that Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

(f) Deadline to File Claims. Claim Forms must be received postmarked or electronically within ninety (90) days after the Notice Date.

(g) The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims, and the Settlement Administrator shall consult with Class Counsel and Defendant's Counsel to determine whether late-posted claims should be considered. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

(h) Timing of Settlement Benefits. Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

(i) Distribution of Settlement Payments: The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) Fee Award and Costs, (iii) Service Award, and (iv) taxes. The remaining amount is the Net Settlement Fund.

The Settlement Administrator will first apply the Net Settlement Fund to pay valid claims for Documented Loss Payments. In the event that the aggregate amount of all Documented Loss Payments exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a *pro rata* basis, such that the aggregate value of all Documented Loss Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be used for Credit and Medical/Healthcare Data Monitoring claims or distributed to Claimants with Approved Claims for Cash Fund Payments.

If Net Settlement Funds remain after paying for Documented Loss Payments, the Settlement Administrator will next use it to pay valid claims for Credit and Medical/Healthcare Data Monitoring. In the event the Net Settlement Fund is insufficient to cover the payment for the Credit and Medical/Healthcare Data Monitoring claimed by Class Members, the duration of the Credit and Medical/Healthcare Data Monitoring coverage period will be reduced to exhaust the fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund Payments.

The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for the Credit and Medical/Healthcare Data Monitoring are made shall be referred to as the "Post CM/DL Net Settlement Fund." The Settlement Administrator shall then utilize the Post CM/DL Net Settlement Fund to make all Cash Fund Payments, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The amount of each Cash Fund Payment shall be calculated by dividing the Post CM/DL Net Settlement Fund by the number of valid claims submitted for Cash Fund Payments. In the event that the average check amount for Cash Fund Payments would be less than Three Dollars and No Cents (\$3.00), the monies in the Post CM/DL Net Settlement Fund shall be distributed in accordance with Section 2(k) pertaining to Residual Funds.

All such determinations for payment of Claims as set forth above shall be performed by the Settlement Administrator.

(j) Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check, shall have ninety (90) days following distribution to deposit or cash their benefit check.

(k) Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund (or Post CM/DL Net Settlement Fund) more than 120 days after the distribution of all Settlement Payments to the class members, a subsequent Settlement Payment will be evenly made to all Class Members with approved claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund (or Post CM/DL Net Settlement Fund) shall continue until the average check or digital payment in a distribution is less than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund (or Post CM/DL Net Settlement Fund), if any, shall be distributed by mutual agreement of the Parties to the Electronic Privacy Information Center as a *cy pres* payment, subject to approval by the Court.

(l) Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

(m) Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Pineland after the Effective Date.

(n) Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund

after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Pineland and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.

(o) Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Pineland and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Pineland and/or its insurers.

(p) Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; and (v) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement.

(q) Payment / Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Pineland with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.

(r) Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

(s) Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

(t) Limitation of Liability. Pineland and its Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with

the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(u) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(v) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representative, Pineland, and Pineland's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

### **3. RELEASE**

(a) Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Releasing Parties (inclusive of the Class Representatives and all Class Members identified in the settlement class list provided by Pineland to the Settlement Administrator), on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Incident or otherwise arises out of the same facts and circumstances set forth in the putative class action complaints in this Action or the Related Federal or State Court Actions. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any other third party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement.

(b) The Parties understand that if the facts upon which this Agreement is based are found

hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

(c) Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

#### 4. REQUIRED EVENTS AND COOPERATION BY PARTIES

(a) Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.

(b) Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.

(c) Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Pineland stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Pineland reserves the right to contest class certification for all other purposes. Plaintiffs and Pineland further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

(d) Resolution of Related Actions. The Class Representatives and Class Counsel shall cooperate and assist with any reasonable actions and steps in furtherance of the stay and dismissal of any Related Federal or State Actions, if any are filed prior to the entry of Final Approval by the Court.

(e) Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order. The Parties may file a Motion for Final Approval no later than fourteen (14) days prior to the Final Approval Hearing, and a Response to any objections to the Settlement or a Supplement to the Motion for Final Approval no later than seven (7) days prior to the Final Approval Hearing.

## 5. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

(a) Notice shall be disseminated pursuant to the Court's Preliminary Approval Order. The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.

(b) Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members via direct mail.

(c) Settlement Class List. Within twenty-one (21) days after the issuance of the Preliminary Approval Order, and contingent upon the Settlement Administrator executing a Business Associate Agreement and/or Data Protection Agreement that is acceptable to Pineland, Pineland will provide to the Settlement Administrator a list of any and all names and mailing addresses of any and all Class Members that it has in its possession, custody, or control.

(d) Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement and Data Protection Agreement with Class Counsel and Pineland's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, Pineland, or Pineland's Counsel, will be secure and used solely for the purpose of effecting this Settlement. The Data Protection Agreement will, at minimum, require the Settlement Administrator to: implement reasonable safeguards to secure the Settlement Class List and related data; require the Settlement Administrator to notify Pineland within 48 hours of a data security incident involving Pineland's data; and indemnify Pineland for any costs associated with a data security incident involving the Settlement Administrator or its vendors, including but not limited to all costs associated with investigating the data security incident and the cost of providing notice to affected individuals. The identification of Class Members shall not be made to Class Counsel unless necessary for effectuation of the Settlement, or upon agreement of the Parties, and then only on an individual basis related to those Class Members whose identity must be shared.

(e) Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

(f) Settlement Website. Prior to any dissemination of the Summary Notice and prior to the

Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly. The Parties shall agree on the Settlement Website's URL.

(g) Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt-out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than **sixty (60) days** after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via US Mail, such Request for Exclusion must be in writing and must identify the case name "*Hunley v. Pineland Community Service Board*"; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Hunley v. Pineland Community Service Board*.'" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than one hundred (100) timely and valid individual opt-outs (exclusions) submitted, Pineland may, by notifying Class Counsel and the Court in writing, void this Agreement. If Pineland terminates the Agreement under this section, Pineland shall be obligated to pay the Administrative Expenses incurred by the Settlement Administrator to that date for work performed in connection with the Agreement.

(h) Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court no later than **sixty (60) days** after the Notice Date (the "Objection Deadline"). Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on

such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) days following the Notice Date. All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Incident); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them to: Bulloch County Superior Court Clerk, Superior Court for Bulloch County, State of Georgia, 20 Siebald Street, Statesboro, GA 30458 or by filing them in person at the Courthouse. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. Without limiting the foregoing, any challenge to the Settlement Agreement, the Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

## **6. SETTLEMENT ADMINISTRATION**

### **(a) Submission of Claims.**

(i) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

(ii) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

### **(b) Settlement Administrator's Duties.**

(i) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

(ii) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement.

(iii) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Pineland's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Pineland's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

(a) Receive Requests for Exclusion from Class Members and provide Class Counsel and Pineland's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Pineland's Counsel;

(b) Provide weekly reports to Class Counsel and Pineland's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Pineland's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

(c) Make available for inspection by Class Counsel and Pineland's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice, pursuant to Paragraph 5(d);

(d) Cooperate with any audit by Class Counsel or Pineland's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement, pursuant to Paragraph 5(d).

(iv) Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

## **7. SERVICE AWARDS**

(a) Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to \$2,500.00 each (\$5,000.00 in total for the two Class Representatives). Class Counsel may file a motion seeking a Service Award for the Class Representatives on or before fourteen (14) days prior to the Objection Deadline.

(b) The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within fifteen (15) Business Days after the Effective Date.

(c) In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

(d) The Parties did not discuss or agree upon the amount of the maximum amount of Service Award for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

## **8. ATTORNEYS' FEES, COSTS, AND EXPENSES**

(a) Class Counsel may file a motion seeking an award of attorneys' fees of up to one-third of the Settlement Fund, and, separately, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), no later than fourteen (14) days prior to the Objection Deadline. The motion for a Fee Award and Cost shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, within fifteen (15) Business Days after Pineland's final payment to the Settlement Fund, pursuant to Paragraph 2(a).

(b) Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.

(c) The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards.

## **9. EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

(a) The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:

- i. Pineland and Class Counsel execute this Agreement;
- ii. The Court enters the Preliminary Approval Order attached hereto as

**Exhibit D**, without material change;

- iii. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- iv. The Court enters the Final Approval Order and Judgment attached hereto as **Exhibit E**, without material change; and

v. The Final Approval Order and Judgment have become “Final” because: (i) the time for appeal, petition, rehearing or other review has expired, regardless of whether any Objections to the Settlement are made; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

(b) In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Judgment, any Related Federal or State Actions are not stayed and dismissed as a putative class action, or the Final Approval Order and Judgment does not become Final (as described in Section 9(v) of this Agreement), Pineland may at its sole discretion terminate this Agreement on five (5) Business Days written notice from Pineland’s Counsel to Class Counsel. It shall not be an event triggering Pineland’s right to terminate this Agreement if the Plaintiff in the Action opts out of this Settlement and continues or brings an action against Pineland on an individual basis.

(c) In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.

(d) Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

(e) In the event this Agreement is terminated pursuant to any provision herein, then the

Settlement proposed herein shall become null and void and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

(f) Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur (collectively, a “Termination Event”), Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys’ fees and costs. In the event of a Termination Event, then (a) this Settlement Agreement shall be null and void and of no force and effect; (b) the Settlement Fund and any and all interest earned thereon, less monies expended toward settlement administration, will be returned to Defendant within 10 days after the date the Settlement Agreement becomes null and void; and (c) any release shall be of no force or effect. In such event, unless the Parties can negotiate a modified settlement agreement, the Action will revert to the status that existed before the Settlement Agreement’s execution date; the Parties will each be returned to their respective procedural postures in the litigation, and neither the Settlement Agreement nor any facts concerning its negotiation, discussion or terms will be admissible in evidence for any purpose in the Action (or in any other litigation).

#### **10. NO ADMISSION OF WRONGDOING OR LIABILITY**

(a) This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- i. shall not be offered or received against Pineland as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Pineland with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Pineland;
- ii. shall not be offered or received against Pineland as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Pineland;
- iii. shall not be offered or received against Pineland as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Pineland, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement;

provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

- iv. shall not be construed against Pineland as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- v. shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Pineland have any merit.

## 11. REPRESENTATIONS

(a) Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

## 12. NOTICE

(a) All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

Andrew J. Conn  
**CONN LAW, LLC**  
Post Office Box 8031  
Savannah, GA 31412  
andy@connlawfirm.com

Jonathan S. Mann  
**PITTMAN, DUTTON, HELLUMS,  
BRADLEY & MANN, P.C.**  
2001 Park Place North, Suite 1100  
Birmingham, AL 35203  
jonm@pittmandutton.com

Grayson Wells  
**STRANCH, JENNINGS & GARVEY, PLLC**  
The Freedom Center  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
gwells@stranchlaw.com

- (b) All notices to Pineland or Pineland's Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

Daniel B. Snipes  
**TAULBEE, RUSHING, SNIPES,  
MARSH & HODGIN, LLC**  
Post Office Box 327  
12 Siebald Street  
Statesboro, GA 30459  
(912) 764-9055  
dsnipes@taulbeerushing.com

Jordan S. O'Donnell  
**MULLEN COUGHLIN LLC**  
426 W. Lancaster Avenue, Suite 200  
Devon, PA 19333  
(267) 930-4106  
jsodonnell@mullen.law

- (c) All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First-Class mail to the following address:

CPT Group  
P.O. Box: *To Be Determined*  
Address: *To Be Determined*  
Email: *To Be Determined*

- (d) The notice recipients and addresses designated in this Section may be changed by written notice.

### **13. MISCELLANEOUS PROVISIONS**

(a) Representation by Counsel. The Class Representatives and Pineland represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

(b) Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

(c) Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

(d) Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

(e) Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

(f) Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.

(g) Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

(h) Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

(i) Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.

(j) Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Georgia, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

(k) Interpretation.

- i. Definitions apply to the singular and plural forms of each term defined.
- ii. Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- iii. Whenever the words "include," "includes" or "including" are used in

this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

(l) No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

(m) Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair, reasonable, and adequate compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations over the course of five (5) months.

(n) Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

(o) Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

(p) Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

(q) Counterparts and Signatures. This 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 provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

(r) Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

(s) No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

(t) Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

(u) Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

(signatures on following page(s))

**PLAINTIFFS**

*Kasandra Hunley*

**Kasandra Hunley**

Dated: 04-09-2026

\_\_\_\_\_  
**Phillip Green**

Dated: \_\_\_\_\_

**CLASS COUNSEL (for Plaintiffs)**

*Andy Conn*

**Andrew J. Conn**  
CONN LAW

Dated: 4/9/2026

*Jonathan S. Mann*

**Jonathan S. Mann**  
PITTMAN, DUTTON, HELSUMS,  
BRADLEY & MANN, P.C.

Dated: 04-09-2026

\_\_\_\_\_  
**Grayson Wells**  
STRANCH, JENNINGS & GARVEY, PLLC

Dated: \_\_\_\_\_

**PLAINTIFFS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Kasandra Hunley**

  
Phillip L Green (04/14/2026 11:59:37 EDT)

\_\_\_\_\_  
**Phillip Green**

Dated: 04/14/2026

**CLASS COUNSEL (for Plaintiffs)**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Andrew J. Conn**  
CONN LAW

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Jonathan S. Mann**  
PITTMAN, DUTTON, HELLUMS,  
BRADLEY & MANN, P.C.



\_\_\_\_\_  
**Grayson Wells**  
STRANCH, JENNINGS & GARVEY, PLLC

Dated: 4/14/2026

**DEFENDANT**

**Pineland Community Service Board**

C. Ashley Allen DSW, LCSW Dated: 4/15/2026  
By: C. Ashley Allen, DSW, LCSW  
Its: Chief Executive Officer

**COUNSEL FOR DEFENDANT**

Daniel B. Snipes Dated: 4-17-2026  
**Daniel B. Snipes**  
TAULBEE, RUSHING, SNIPES, MARSH &  
HODGIN, LLC

Jordan O'Donnell Dated: 4/16/2026  
**Jordan S. O'Donnell**  
MULLEN COUGHLIN LLC

# **EXHIBIT 1**

Pineland Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**BARCODE  
NO-PRINT  
ZONE**

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO.xxxx

Court-Approved Legal Notice

*Hunley v. Pineland Community Service Board,  
SUCV2025000251; Green v. Pineland Community  
Service Board, SUCV2025000254*

Court of Bulloch County, State of Georgia

**If your Private Information was impacted in the  
Data Incident involving Pineland Community  
Service Board that took place in or around  
January 2025, and you were sent notice, you  
may be entitled to Settlement Class Member  
Benefits from a Settlement.**

*A Court has authorized this notice.  
This is **not** a solicitation from a lawyer.*

www.XXXXXXXXXXX.com  
1-XXX-XXX-XXXX

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

A \$475,000 Settlement has been reached in a class action lawsuit against Pineland Community Service Board (“Pineland” or “Defendant”) regarding a cybersecurity incident (“Data Incident”) that took place from November 24, 2024, to January 20, 2025, resulting in the potential unauthorized access of Settlement Class members’ Private Information. Private Information means information collected and/or maintained by Defendant, including, but not limited to some combination of names, dates of birth, Social Security numbers, medical billing information, medical treatment information, dates of service, diagnosis information, medical record information, and guardian information. The Defendant denies any wrongdoing.

**Who is Included? Records show you are a member of the Settlement Class**, defined as: all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025.

**What does the Settlement Provide?** You can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation to be reimbursed for losses related to the Data Incident for up to \$5,000 per Settlement Class Member;

**OR**

**Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the estimated amount of \$75; **AND**

**Credit and Medical/Healthcare Data Monitoring:** In addition to Cash Payment A *or* Cash Payment B, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

**Injunctive Relief:** Defendants are implementing additional security measures following the Data Incident.

Your Cash Payment will be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted.

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked by Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release Defendants and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement Agreement by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees up to 1/3 of the Settlement Fund, plus reimbursement of costs, and any objections. You or your lawyer may appear at the hearing if you object, but you are not required to do so.

Learn more about the Settlement at [www.XXXXX.com](http://www.XXXXX.com), or by calling toll free 1-**XXX-XXX-XXX**.

## Pineland Data Incident Settlement

«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St)» «Zip)»

Complete this Claim Form, tear at perforation, and return by  
U.S. Mail no later than **DEADLINE**.

Login ID: «LoginID»  
PIN: «PIN»

Only one Claim Form per Class Member.

**Cash Payment A – Documented Losses:** You can receive reimbursement for up to \$5,000 for documented monetary losses incurred as a result of the Data Incident. If you are a Settlement Class Member, you may submit a timely and valid Claim Form with reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member. To file a Claim Form for Cash Payment A, you must visit the Settlement Website and follow the instructions on the Claim Form. You can also download a paper Claim Form and file by mail.

**Cash Payment B – Alternate Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the estimated amount of \$75.

By checking this box, I affirm I want to receive the Alternate Cash Payment.

**Credit and Medical/Healthcare Data Monitoring** - In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive two years of free Medical Data Monitoring.

By checking this box, I affirm I want to receive two years of free Credit and Medical/Healthcare Data Monitoring.

How would you like to be paid:

Check **one**:  PayPal  Venmo  Zelle  Virtual Prepaid Card  Check (sent to above address)

Your email address (**REQUIRED**): \_\_\_\_\_

\*Please provide the email address associated with your PayPal, Venmo or Zelle account, or an email address for the Virtual Prepaid card.

***You must notify the Claims Administrator if your contact information is different from what is shown above, or of changes after you submit this form.***

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

**Signature:**

**Date:**

**BARCODE  
NO-PRINT  
ZONE**

PLACE  
STAMP  
HERE

Pineland Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97xxx-xxxx

## **EXHIBIT 2**

**If your Private Information was impacted in the Data Incident Involving Pineland Community Service Board that took place from November 2024 to January 2025, you may be entitled to Settlement Class Member Benefits from a Settlement.**

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

- A \$475,000 Settlement has been reached in class action lawsuits against Pineland Community Service Board (“Pineland” or “Defendant”) regarding a cybersecurity incident (“Data Incident”) that took place from November 24, 2024 to January 20, 2025, resulting in the potential unauthorized access to or acquisition of Settlement Class members’ Private Information. Private Information means information collected and/or maintained by Defendants, including, but not limited to some combination of names, dates of birth, Social Security numbers, medical billing information, medical treatment information, dates of service, diagnosis information, medical record information, and guardian information.
- The Settlement Class includes: all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation to be reimbursed for losses related to the Data Incident for up to \$5,000 per Settlement Class Member; **OR**

**Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the estimated amount of \$75; **AND**

**Credit and Medical/Healthcare Data Monitoring:** In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive two years of free Credit and Medical/Healthcare Data Monitoring.

**Injunctive Relief:** Defendant has implemented and will maintain additional security measures following the Data Incident.

Your Cash Payment will be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims submitted.

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

Your Legal Rights & Options		Deadline
<b>Submit a Claim Form</b>	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>Exclude Yourself</b>	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>Object to the Settlement</b>	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>Do Nothing</b>	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

# BASIC INFORMATION

## 1. Why is this Notice being provided?

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

The Honorable **INSERT JUDGE** of the Superior Court of Bulloch County in the State of Georgia is overseeing the class actions. The lawsuits are known as *Hunley v. Pineland Community Service Board*, Case No. SUCV2025000251 and *Green v. Pineland Community Service Board*, Case No. SUCV2025000254 (“lawsuits”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Pineland Community Service Board, is called the “Defendant.”

## 2. What are these lawsuits about?

Plaintiffs filed the lawsuits against the Defendant on behalf of themselves and all others similarly related to a cybersecurity incident (“Data Incident”) that took place from November 2024 to January 2025 involving the Defendant and resulting in the potential unauthorized access to or acquisition of Settlement Class members’ Private Information. Private Information means certain information collected and/or maintained by Defendants, including, but not limited to some combination of names, dates of birth, Social Security numbers, medical billing information, medical treatment information, dates of service, diagnosis information, medical record information, and guardian information.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination regarding any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuits.

## 3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in the lawsuits. The lawsuits have not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuits. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuits.

## 4. Why are the lawsuits a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am Included In the Settlement?

You are included in the Settlement Class if you are a living individual residing in the United States and it was determined by the Defendant that your Private Information was potentially impacted in the Data Incident.

### 6. Are there exceptions to being Included In the Settlement?

Yes. Excluded from the Settlement Class are all persons who are: (1) the Judges presiding over the Action and members of their immediate families and their staff; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

### 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 [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS

### 8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

#### **Cash Payment A – Documented Losses**

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendants or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form for Cash Payment A – Documented Losses will instead be processed as if you elected Cash Payment B – Alternate Cash.

#### **Cash Payment B – Alternate Cash**

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment in the estimated amount of \$75.

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

**Credit and Medical/Healthcare Data Monitoring** - In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive three years of free Medical Data Monitoring.

Your Cash Payment will be subject to a pro rata increase if the amount of Valid Claims does not use the entire Net Settlement Fund. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, your Cash Payment may be subject to a pro rata reduction.

For purposes of calculating the pro rata increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Medical Data Monitoring, then to Cash Payment A – Documented Losses, and lastly for Cash Payment B – Alternate Cash. Any pro rata increases or decreases will be on an equal percentage basis.

### **Injunctive Relief**

Defendant is implementing additional security measures following the Data Incident.

## **9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement?**

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in these lawsuits. The specific rights you are giving up are called “Released Claims.”

## **10. What are the Released Claims?**

Section 3 of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

## **11. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Pineland Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

## **12. What happens if my contact information changes after I submit a Claim Form?**

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

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

Pineland Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

### 13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided 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.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) for updates.

## EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in these lawsuits or 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.

### 14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *Pineland Data Incident*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Pineland Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

### 15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in these lawsuits. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

### 16. 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 any of the Defendant and Released Parties for

**Questions? Go to [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuits. You must opt-out of the settlement of these lawsuits to start or continue your own lawsuit or be part of any other lawsuit against the Defendant and Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court 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 and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Hunley v. Pineland Community Service Board*, Case No. SUCV2025000251 and *Green v. Pineland Community Service Board*, Case No. SUCV2025000254.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer (if any);
- 3) The identity of all lawyers representing you (if any), including any former or current lawyers who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards and whether your lawyer will appear at the Final Approval Hearing;
- 4) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 5) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- 6) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 7) Your signature as the objector (a lawyer's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's lawyer, including the taking of depositions and requiring the production of documents.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENDANTS' COUNSEL</b>	<b>SETTLEMENT ADMINISTRATOR</b>
Clerk 20 Siebald Street, Statesboro, GA 30458	Andrew J. Conn Conn Law, LLC P.O. Box 8031 Savannah, GA 31412  Jonathan S. Mann Pittman, Dutton, Hellums, Bradley & Mann, P.C. 2001 Park Ave. Suite 1100 Birmingham, AL 35203  Grayson Wells Stranch, Jennings & Garvey, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37023	Daniel B. Snipes TAULBEE, RUSHING, SNIPES, MARSH & HODGIN, LLC PO Box 327 12 Siebald Street Statesboro, GA 30459  Jordan S. O'Donnell MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333	Pineland Data Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx

**18. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

**THE LAWYERS REPRESENTING YOU**

**19. Do I have a lawyer in the lawsuits?**

Yes. The Court has appointed Andrew J. Conn of Conn Law, LLC, Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., and Grayson Wells of Stranch, Jennings & Garvey, PLLC 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 if you want someone other than Class Counsel to represent you in the lawsuits.

**20. How will Class Counsel be paid?**

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives for up to \$2,500.00 each for their efforts. If awarded by the Court, the attorneys' fees and costs and Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

## THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement and Application for Attorneys’ Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable **[INSERT]** at Courtroom **XXX** in the Bulloch County Courthouse, 20 Siebald Street, Statesboro, GA 30458. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) to confirm the date and time of the Final Approval Hearing have not changed.

### 22. Do I have to attend 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 file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

### 23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

## GET MORE INFORMATION

### 24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). You may get additional information at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), by calling toll-free 1-**XXX-XXX-XXXX**, or by writing to:

*Pineland Data Incident*  
Settlement Administrator  
**PO Box XXXX**  
**Portland, OR 972XX-XXXX**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE**

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

**REGARDING THIS NOTICE.**

# **EXHIBIT 3**

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

*Pineland Health Data Incident*  
 SETTLEMENT ADMINISTRATOR  
 P.O. BOX XXXX  
 PORTLAND, OR XXXXX-XXXX  
 www.XXXXXXXXXX.com

***Hunley v. Pineland Community Service Board, Case No. SUCV2025000251;***

***Green v. Pineland Community Service Board, Case No SUCV2025000254***

### GENERAL INFORMATION

If you received Notice of this Settlement, the Settlement Administrator identified you as a potential member of the Settlement Class because you were identified by Pineland Community Service Board (“Defendant”) that your Private Information may have been impacted in the Data Incident that took place from November 2024 to January 2025, involving the Defendant and resulting in the potential unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information involved includes some combination of Settlement Class information including, but not limited to some combination of names, dates of birth, Social Security numbers, medical billing information, medical treatment information, dates of service, diagnosis information, medical record information, and guardian information.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at www.XXXXXXXXXX.com. **Claims must be submitted online or mailed by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.**

### SETTLEMENT BENEFITS – WHAT YOU MAY GET

**You may submit a Claim for one of the Cash Payment options:**

1. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident for up to \$5,000 per Settlement Class Member. Supporting documentation is required.

**OR**

2. **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the estimated amount of \$75.

The actual amount of your Cash Payment (A or B) will be determined based on the amount remaining in the Net Settlement Fund, if any, after the payment of Settlement Administration Costs, any attorneys’ fees and costs awarded by the Court, Service Awards to the Class Representatives approved by the Court, and Credit and Medical/Healthcare Data Monitoring costs. The amount may increase or decrease equally based upon the total value of all Valid Claims received.

**AND**

**Credit and Medical/Healthcare Data Monitoring:** In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive two years of free Credit and Medical/Healthcare Data Monitoring.

\* \* \*

*Please note: the Settlement Administrator may contact you to request additional documents to process your Claim Form.*

For more information and complete instructions visit www.XXXXXXXXXX.com

**Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.**



## Cash Payment A – Documented Losses

If you lost or spent money relating to the Data Incident and have not been reimbursed for that loss/expense, you can receive reimbursement for up to \$5,000 total. Eligible losses include those incurred in or after November 24, 2024, up to the date of filing your Claim Form.

It is important for you to send reasonable documents that show what happened and how much you lost or spent so that you can be reimbursed. “Self-prepared” documents like handwritten receipts, personal certifications, declarations, or affidavits prepared by you are insufficient for reimbursement but can be used to add clarity, context, or support for other submitted reasonable documentation.

If your submission does not include reasonable documentation supporting a loss or if the Claim for Cash Payment A is rejected by the Settlement Administrator, the claim will be converted to Cash Payment B – Alternative Cash.

To look up more details about how the Cash Payments work, visit [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX. Please also review the Long Form Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent does not relate to other data incidents or breaches.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft.  <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/> <hr/>
Other losses or costs resulting from identity theft or fraud (provide detailed description) related to the Data Incident.  <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/> <hr/>
Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident.  <i>Examples: Phone bills, receipts, detailed list of addresses you traveled to (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM                  DD                  YYYY	<hr/> <hr/> <hr/> <hr/>

Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX

**Cash Payment B – Alternate Cash**

Instead of Cash Payment A, without providing documentation, you may elect to receive an Alternate Cash payment, estimated to be approximately \$75. Your Alternate Cash payment may be subject to a *pro rata* (a legal term meaning equal share) adjustment based upon the total value of all Valid Claims and other approved Settlement Fund deductions.

**By checking this box, I affirm I want to receive an Alternate Cash payment under Cash Payment B.**

**PAYMENT SELECTION**

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

**PayPal**

Email address, if different than you provided in Section 1: \_\_\_\_\_

**Venmo**

Mobile number, if different than you provided in Section 1: \_\_\_\_\_

**Zelle**

Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_

**Virtual Prepaid Card**

Email address, if different than you provided in Section 1: \_\_\_\_\_

**Physical Check**

Payment will be mailed to the address provided in Section 1.

**Signature**

I affirm under the laws of the State of Georgia and the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date:   -   -      
MM DD YYYY

Print Name

Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX

# **EXHIBIT 4**

**IN THE SUPERIOR COURT OF BULLOCH COUNTY  
STATE OF GEORIGIA**

<p>KASANDRA HUNLEY, individually, and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>PINELAND COMMUNITY SERVICE BOARD,</p> <p style="text-align: center;">Defendant.</p>	<p>Civil Action No. SUCV2025000251</p>
<p>PHILLIP GREEN, on behalf of himself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>PINELAND COMMUNITY SERVICE BOARD d/b/a PINELAND BEHAVIORAL DEVELOPMENTAL DISABILITIES,</p> <p style="text-align: center;">Defendant.</p>	<p>Civil Action No. SUCV2025000254</p>

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT**

This matter came before the Court on *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement Agreement*. Plaintiffs Kassandra Hunley and Phillip Green ("Plaintiffs" or "Representative Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Defendant Pineland Community Service Board d/b/a Pineland Behavioral Developmental Disabilities ("Defendant") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned Litigation.

On or about January 20, 2025, Defendant was the victim of a cyberattack (hereinafter, the "Data Incident") in which an unauthorized actor accessed Defendant's computer network, which resulted in potential access to files containing individuals' personally identifiable

information ("Private Information").

Plaintiffs are the named plaintiffs in the Litigation against Defendant arising from the Data Incident: *Kassandra Hunley, individually, and on behalf of all others similarly situated v. Pineland Community Service Board*, Civil Action Number SUCV2025000251, and *Phillip Green v. Pineland Community Service Board d/b/a Pineland Behavioral Developmental Disabilities*, Civil Action Number SUCV2025000254. *Hunley* was filed in this Court on September 12, 2025, and *Green* was filed in this Court on September 19, 2025. Both cases purport to represent a Settlement Class consisting of all persons whose Private Information was accessed and/or acquired during the Data Incident.

The Complaints assert numerous causes of action, all of which allegedly arise from the Data Incident. Following five months of exchanging informal discovery, calls, meetings, and arm's length negotiations, a confidential settlement term sheet was prepared. The Settlement Agreement is the result of the settlement negotiations.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and for good cause shown, it is hereby ordered that *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement Agreement* is granted as set forth herein.<sup>1</sup>

**1. Class Certification for Settlement Purposes Only.**

For settlement purposes only and pursuant to Georgia Code Section 9-11-23, the Court provisionally certifies a Settlement Class in this matter defined as follows:

all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025.

The Settlement Class includes approximately 22,787 individuals and specifically excludes: (i) Pineland and its officers and directors; (ii) all Settlement Class Members who

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity pertaining to the Data Breach or who pleads *nolo contendere* to any such charge.

Pursuant to O.C.G.A. 9-11-23(a), the Court provisionally finds, for settlement purposes only, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (ii) there are issues of law and fact common to the Settlement Class; (iii) the claims of the Representative Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; and (iv) the Representative Plaintiffs and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Representative Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class.

Pursuant to O.C.G.A. 9-11-23(b), the Court finds, for settlement purposes only, that (i) the prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Settlement Class and would establish incompatible standards of conduct for Defendant; and (ii) questions of law or fact common to Settlement Class Members predominate over questions affecting only individual members and a class action is superior to other methods available for a fair and efficient resolution of this controversy.

**2. Representative Plaintiffs and Settlement Class Counsel.**

Kassandra Hunley and Phillip Green are hereby provisionally designated and appointed as the Representative Plaintiffs. Pursuant to O.C.G.A. 9-11-23(a)(4), the Court provisionally finds that the Representative Plaintiffs will fairly and adequately protect the interests of the Settlement

Class. The Court also provisionally finds for purpose of settlement that the Representative Plaintiffs are similarly situated to absent Settlement Class Members and are therefore typical of the Class.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: Andrew J. Conn of Conn Law, LLC, Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., and Grayson Wells of Stranch, Jennings & Garvey PLLC.

**3. Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and, accordingly, is approved.

**4. Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Bulloch County, Georgia, and Defendant conducts substantial business throughout Bulloch County, Georgia.

**5. Final Approval Hearing.** A Final Approval Hearing shall be held on **[DATE at least 120 days after entry of preliminary approval order]** in the Superior Court of Bulloch County, State of Georgia, 20 Siebald Street, Statesboro, Georgia 30458, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to O.C.G.A. § 9-11-23; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to O.C.G.A. § 9-11-23(e); (c) the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of Representative Plaintiffs for a Service Award (the "Service Award Request") should be

approved. Plaintiffs' Fee and Service Award Request shall be filed with the Court at least **fourteen (14) days prior to the Opt-Out and Objection Deadlines**. By no later than **thirty (30) days prior to the Final Approval Hearing**, Plaintiffs shall file their motion in support of final approval of the Settlement.

6. **Administration.** The Court appoints CPT Group as the Settlement Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement shall be paid out of the Settlement Fund to be established and paid into by Defendant, in accordance with the Settlement Agreement.

7. **Notice to the Class.** The proposed Notice Plan set forth in the Settlement Agreement, and the Claim Form, Summary Notice, and Long Notice attached to the Settlement Agreement as Exhibits A, B, and C, satisfy the requirements of O.C.G.A. § 9-11-23(c)(2) and (e), provide the best Notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

Within **35 days from the date of this Order** (the "Notice Deadline"), the Settlement Administrator shall complete the Notice Plan in the manner set forth in Section 4 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving Notice to the Settlement Class as described in this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the Litigation, 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; and the Court concludes that the Notice Plan meets all applicable requirements of law, including O.C.G.A. 9-11-23(c)(2) and (e), and the Due Process Clause of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

**9. Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **sixty (60) days from the date of this Order** (the “Opt-Out Date”). The written notification must include the individual’s full name, address, and telephone number; an unequivocal statement that he or she wants to be excluded from the Settlement Class; and the original signature of the individual or a person previously authorized by law to act on behalf of the individual with respect to the claims asserted here.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications and a final list of all who have timely and validly excluded themselves from the Settlement Class within **seven (7) days after the Opt-Out Date**.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member – including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims or transactions released in the Settlement Agreement –

who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

**10. Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Fee Request, or the Service Award Request. To do so, the objection must, as specified in the Notice, be filed with the Court by the Objection Date, and mailed first-class postage prepaid to Settlement Class Counsel and Defendant's Counsel at the addresses listed in the Notice, postmarked by no later than the Objection Date. For an objection to be considered by the Court, the objection must include all of the information set forth in section 6.1 of the Settlement Agreement, which is as follows:

- (a) the objector's full name, address, telephone number, and e-mail address (if any);
- (b) 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 notice, copy of original notice of the Data Incident);
- (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes is applicable;
- (d) the identity of all counsel representing the objector;
- (e) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing;
- (f) the objector's signature and, if applicable, the signature of the objector's duly authorized attorney or other duly authorized representative (along with

documentation setting forth such representation); and

- (g) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Any Settlement Class Member who fails to comply with the provisions of Paragraph 6.1 of the Agreement may waive and forfeit any and all rights he or she may have to object, and shall be bound by all of the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must file a notice of appearance with the Court (and serve it on Settlement Class Counsel and Defendant's Counsel) by the Objection Date. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

If Final Order and Judgment is entered, any Settlement Class Member who fails to object

in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

**11. Claims Process and Distribution and Allocation Plan.** The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration and for providing credit monitoring services and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If 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 Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

**12. Termination of Settlement.** This 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 as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including

this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

**13. Use of Order.** This Order shall be of no force or effect if 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 the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiffs or any other Settlement Class Member that their claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

**14. Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

**15. 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 website maintained by the Settlement Administrator.

**16. Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

**Notice Completion Deadline (“Notice Date”):** 35 Days after Preliminary Approval Order

**Motion for Service Awards, Attorneys’ Fees and Costs:** 14 Days prior to the Objection Deadline and Opt-Out Deadlines

**Opt-Out Deadline:** 60 Days from the Notice Completion Deadline

**Objection Deadline:** 60 Days from the Notice Completion Deadline

**Motion for Final Approval:** 30 Days prior to the Final Approval Hearing

**Claims Deadline:** 90 Days after Notice Completion Deadline

**Final Approval Hearing:** [DATE at least 120 days after Preliminary Approval Order]

**IT IS SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

JUDGE, SUPERIOR COURT OF BULLOCH COUNTY

**Presented By:**

**CONN LAW, LLC**

*/s/ Andrew J. Conn*

\_\_\_\_\_  
Andrew J. Conn (GA Bar No. 732541)  
Post Office Box 8031  
Savannah, GA 31412  
Telephone: (912) 373-8642  
andy@connlawfirm.com

**PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.**

*/s/ Jonathan S. Mann*

\_\_\_\_\_  
Jonathan S. Mann  
2001 Park Place North,  
Suite 1100  
Birmingham AL 35201  
jonm@pittmandutton.com

**STRANCH, JENNINGS & GARVEY, PLLC**

*/s/ Grayson Wells*

\_\_\_\_\_  
Grayson Wells  
The Freedom Center  
223 Rosa L Parks Avenue,  
Suite 200  
Nashville, TN 37203  
gwells@pittmandutton.com

*Attorneys for Plaintiffs Hunley, Green,  
and the Settlement Class*

# **EXHIBIT 5**

**IN THE SUPERIOR COURT OF BULLOCH COUNTY  
STATE OF GEORIGIA**

KASANDRA HUNLEY, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

PINELAND COMMUNITY SERVICE BOARD,

Defendant.

Civil Action No. SUCV2025000251

PHILLIP GREEN, on behalf of himself and all others similarly situated,

Plaintiff,

v.

PINELAND COMMUNITY SERVICE BOARD d/b/a PINELAND BEHAVIORAL DEVELOPMENTAL DISABILITIES,

Defendant.

Civil Action No. SUCV2025000254

**[PROPOSED] ORDER AND JUDGMENT APPROVING FINAL CLASS SETTLEMENT  
AND AWARDING PLAINTIFFS' ATTORNEYS' FEES, COSTS, AND PLAINTIFFS'  
SERVICE AWARDS**

Before the Court are two motions: (1) Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs Kasandra Hunley and Phillip Green ("Plaintiffs" or "Representative Plaintiffs") and Defendant Pineland Community Service Board d/b/a Pineland Behavioral Developmental Disabilities ("Pineland" or "Defendant") as fair, reasonable, and adequate; and (2) Plaintiffs' Motion for Approval of Attorneys' Fees, Costs, and Plaintiffs' Service Awards.

Having reviewed and considered the Settlement Agreement, the motion for fees, costs, and service awards, and the motion for final approval of the settlement, and having conducted a Final

Approval Hearing, the Court 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 O.C.G.A. § 9-11-23 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;

**IT IS ON THIS** \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**ORDERED** that:

1. The Settlement involves allegations in Plaintiffs' Complaints that Defendant failed to safeguard and protect the personally identifiable information of Settlement Class Members and that this alleged failure caused injuries to Plaintiffs and the 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 Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On **[date]**, the Court entered an 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) provisionally certified a class in this matter, including defining the class, for settlement purposes; (c) appointed Plaintiffs as Representative Plaintiffs; (d) appointed Settlement Class Counsel; (e) preliminarily approved the Settlement; (f) set deadlines for opt-outs and objections; (g) approved and appointed the Settlement

Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to O.C.G.A. § 9-11-23, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025.

The Settlement Class includes approximately 22,787 individuals and specifically excludes:

(i) Pineland and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity pertaining to the Data Incident or who pleads *nolo contendere* to any such charge.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties, grants final approval of the Settlement Agreement and finds that the settlement is fair, reasonable, and adequate and meets the requirements of O.C.G.A. § 9-11-23. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court.

7. The Settlement Agreement provides, in part, and subject to a more detailed description in the Settlement Agreement, for:

- a. A process whereby Settlement Class Members had the opportunity to submit claims for (i) compensation of up to \$5,000 per Class Member for Documented Losses that occurred as a result of the Data Incident, (ii) receive a *pro rata* Settlement Payment, and (iv) two years of complimentary credit monitoring and identity protection services.
- b. Defendant to pay, via payment into the \$475,000.00 Settlement Fund, which shall be used to pay for:
  - i. All Notice and Settlement Administration costs.
  - ii. A Court-approved amount for attorneys' fees in the amount of \$[insert]

- iii. A Court-approved amount for Class Counsels' costs, and expenses of Settlement Class Counsel in the amount of \$[insert].
- iv. A Service Award of \$2,500 to each of the Representative Plaintiffs (for a total payment of \$5,000).

v. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

vi. Notice of the Final Approval Hearing, the proposed attorneys' fees, costs, and expenses, and the proposed Service Award payment to Representative Plaintiffs have been provided to Settlement Class Members as directed by this Court. An affidavit or declaration of the Settlement Administrator's compliance with the notice program has been filed with the Court.

vii. The Court finds that such Notice constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2) and (e).

viii. [Insert] potential Settlement Class Member(s) has/have submitted a valid Opt-Out Request to be excluded from the Settlement. This person is not bound by this Final Order and Judgment.

ix. 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.

x. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and time frame as set forth therein.

xi. Pursuant to the Settlement Agreement, Plaintiffs 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 claim, liability, right, demand, matter, issue, judgment, suit, obligation, penalty, remedy, damage, including consequential damage, loss or cost, punitive damage, attorneys' fees, costs, and expenses, action or cause of action, of every kind or

description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, contingent or absolute, existing or potential, disclosed or undisclosed, matured or unmatured, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action or Related Federal or State Actions related to or arising from the Data Incident regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action or Related Federal or State Actions.

xii. On the Effective Date as provided for under the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

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

xiv. In accordance with O.C.G.A. § 9-11-23, this Final Order and Judgment resolves all claims against all Parties in this Action 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 Order as the final judgment in this matter.

**IT IS SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

JUDGE, SUPERIOR COURT OF BULLOCH COUNTY

**Presented By:**

**CONN LAW, LLC**

*/s/ Andrew J. Conn*

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Andrew J. Conn (GA Bar No. 732541)  
Post Office Box 8031  
Savannah, GA 31412  
Telephone: (912) 373-8642  
andy@connlawfirm.com

**PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.**

*/s/ Jonathan S. Mann*

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Jonathan S. Mann  
2001 Park Place North,  
Suite 1100  
Birmingham, AL 35201  
jonm@pittmandutton.com

**STRANCH, JENNINGS & GARVEY, PLLC**

*/s/ Grayson Wells*

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Grayson Wells  
The Freedom Center  
223 Rosa L Parks Avenue, Suite 200  
Nashville, TN 37203  
gwells@stranchlaw.com

*Attorneys for Plaintiffs Hunley, Green,  
and the Settlement Class*