

— EXHIBIT 1 —

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Amanda Fitton (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) Pinnacle Propane LLC (“Pinnacle” or “Defendant”), in the case of *Fitton v. Pinnacle Propane, LLC* Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division. Pinnacle and Plaintiff are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

I. FACTUAL BACKGROUND AND RECITALS

1. Plaintiff asserts that Pinnacle suffered a ransomware attack on its IT network systems on December 4, 2022, (“Incident”) that resulted in an unauthorized third party accessing files that contained the names, addresses, and/or Social Security numbers (“Private Information” or “Personal Information”) of current and former employees of Pinnacle.

2. On July 13, 2023, Amanda Fitton filed a Class Action Complaint against the Defendant in the United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:23cv1559 (“Class Action Complaint”). The complaint alleges claims for damages and equitable relief based on theories of negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, intrusion upon seclusion, and unjust enrichment.

3. Following arms-length negotiations, the Parties negotiated a settlement with the assistance of Hon. Jay C. Gandhi (ret.) at a mediation on December 5, 2023, by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and Settlement Class Members have or may have had against Pinnacle and related persons and entities, as set forth herein.

4. Pinnacle denies all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future. Despite Pinnacle’s position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Pinnacle desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

5. The Parties now enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained

through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

6. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

7. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

8. **"Agreement"** or **"Settlement Agreement"** means this Settlement Agreement, exhibits, and the settlement embodied herein.

9. **"Alternative Cash Payment"** means a cash payment of One Hundred Dollars and Zero Cents (\$100.00), which a Class Member may claim in lieu of any other benefits under this Settlement Agreement, as set forth in Paragraph 70(iv).

10. **"Approved Claims"** shall mean Claim Forms submitted by Settlement Class Members that (a) are timely and submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) have been approved by the Settlement Administrator.

11. **"Business Days"** means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the United States federal government.

12. **"Claim"** means a claim for Settlement Benefits made under the terms of this Settlement Agreement.

13. **"Claimant"** means a Settlement Class Member who submits a Claim Form for Settlement Benefits under this Settlement Agreement.

14. **"Claim Form"** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as Exhibit A, to be approved by the Court. The Claim Form must be submitted physically (*via* U.S. Mail) or electronically (*via* the Settlement Website) by Settlement Class Members who seek to file a Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Settlement 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 Settlement Class Member who so requests.

15. “Claims Deadline” shall mean the final date and time by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically to the Settlement Website) in order to be considered timely and to be entitled to any of the settlement consideration contemplated by this Settlement Agreement for purposes of submitted valid Claims. The Claims Deadline shall be ninety (90) days after the Notice Commencement Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

16. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class or Settlement Subclass.

17. “Class Counsel” shall mean Raina Borrelli of TURKE & STRAUSS LLP.

18. “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.

19. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement and all expenses and associated with the Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Settlement Agreement.

20. “Court” shall mean the United States District Court for the Northern District of Texas, Dallas Division, presiding over this Litigation.

21. “Credit Monitoring Services” means three (3) years of one-bureau credit monitoring services provided by Experian (or other comparable provider) to Settlement Class Members who are entitled to such benefit under the Settlement and who select such services on their Claim Form. These services include one-bureau credit monitoring, identity restoration services, and \$1 million in identity theft insurance.

22. “Data Incident” means the cyberattack against Pinnacle computer systems which contained personal information stored by Pinnacle that occurred on approximately December 4, 2022.

23. “Defendant” shall mean Pinnacle Propane, LLC.

24. “Defendant’s Counsel” shall mean John A. Vogt of Jones Day.

25. “Effective Date” means the date by which the Settlement contemplated by this Settlement Agreement shall become effective and when all of the events and conditions specified in Paragraph 112 below have occurred and been met.

26. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as a Service Award for the Class Representative.

27. “Fee Award and Expenses” means the amount of reasonable attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

28. “Final” means the occurrence of all the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment; and (iii) the time to appeal, petition, rehearing, or other review of such order has expired and no appeal has been timely filed; or (iv) if an appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment are 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.

29. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

30. “Final Approval Order” shall mean the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement. The Final Approval Order will be in substantially the same form as the one attached hereto as Exhibit D.

31. “Judgment” or **“Final Judgment”** means a final judgment entered by the Court, which will be substantially similar to the form attached as Exhibit C.

32. “Litigation” means all claims and causes of action asserted, or that could have been asserted, against Pinnacle and the Released Parties in the action captioned *Fitton v. Pinnacle Propane, LLC*, Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division, and any and all appellate rights, as well as any other such actions by and on behalf of any other individuals originating, or that may originate, in the jurisdictions of the United States against Pinnacle and the Released Parties relating to the Incident. The Parties represent that they are unaware of any such actions pending other than the instant Litigation.

33. “Long Form Notice” means the long form notice of settlement, substantially in the form as Exhibit B, which includes the robust details about the Settlement and shall be posted on the Settlement Website.

34. “Lost Time” means time spent by the Settlement Class Members to remedy issues related to the Data Incident.

35. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are used to pay, or allocated to pay, the following: (1) Notice and Administrative Expenses; (2) Fee Award and Expenses; (3) Service Awards; and (4) Taxes and Tax-Related Expenses.

36. “**Notice**” means the notice of the proposed Settlement consisting of the Short Form Notice and Long Form Notice, which is to be provided substantially in the manner set forth in this Settlement Agreement and Exhibits B and F and approved by the Court.

37. “**Notice Commencement Date**” or “**Notice Deadline**” or “**Notice Date**” means the last day in which Notice must be commenced to the Settlement Class Members, and which must occur no later than thirty-five (35) days after entry of the Preliminary Approval Order.

38. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

39. “**Objection Deadline**” means the date by which Settlement Class Members must submit electronically (if filed on Settlement Website) or postmark-required (if mailed) copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for the Fee Award and Expenses and Service Awards, which shall be sixty (60) days after Notice Date, or such other date as ordered by the Court. This Deadline will also be known as the Objection Date.

40. “**Opt-Out Deadline**” or “**Exclusion Deadline**” is the last day on which a Settlement Class Member may submit electronically (if filed on Settlement Website) or postmark-required (if mailed) a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline. The deadline to file a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

41. “**Participating Settlement Class Member**” or “**Settlement Class Member**” means a Settlement Class Member who is a Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

42. “**Parties**” shall mean Plaintiff and Defendant, collectively.

43. “**Plaintiff**” or “**Settlement Class Representative**” shall mean the named class representative, Amanda Fitton.

44. “**Person**” or “**Individual**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, government or any political subdivision thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents, and/or assignees.

45. “**Preliminary Approval Order**” shall mean an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), certifies the Settlement Class for settlement purposes, and permits Notice to the proposed Settlement Class, establishes a procedure for the Settlement 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 Exhibit E.

46. "Private Information" or "Personal Information" means information that is or could be used, whether on its own or in combination with other information, to identify, locate, or contact a person, including, without limitation, names, addresses, and Social Security numbers, and additional personally identifiable information ("PII"), if any, that Defendant may have collected and maintained, as those terms are defined by applicable data breach notification laws.

47. "Reasonable Documentation" means documentation supporting a claim for Unreimbursed Out-of-Pocket Losses including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Out-of-Pocket Losses cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Settlement Class Member must provide supporting documentation.

48. "Released Claims" means any and all claims and causes of action of every nature and description (including Unknown Claims" as defined herein), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the Lawsuit against Pinnacle and the Incident (other than claims to enforce the Settlement).

49. "Released Parties" shall mean Pinnacle and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as covered entities associated with the Data Incident.

50. "Releasors" shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

51. "Remainder Funds" means any funds that remain in the Settlement Fund after all payments are made on Approved Claims from the Net Settlement Fund and after a second round of *pro rata* distributions are completed. The funds remaining in the Settlement Fund after these deductions are made, and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend the entity or entities to the Court that will be the recipients of the *cy pres* distribution.

52. "Settlement Administrator" means the third-party class action settlement administrator, subject to Court approval, Analytics Consulting LLC, which is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by Class Counsel and Defendant's Counsel and approved by the Court.

53. “Settlement Agreement” means this Settlement Agreement, exhibits, and the settlement embodied herein.

54. “Service Award” means the amount awarded by the Court and paid to the Class Representative in recognition of her role in this Litigation. The Service Awards requested in this matter will be \$5,000 to Plaintiff, subject to Court approval.

55. “Settlement Benefit(s)” means any Settlement Payment, Credit Monitoring Services, payment for Out-of-Pocket Losses, and Lost Time or Alternative Cash Payments, as set forth in this Settlement Agreement, and any other benefits that the Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, including injunctive relief and payment of the Fee Award and Expenses and Administrative Expenses.

56. “Settlement Class” or “Class” means all Individuals whose Private Information was compromised or potentially compromised in the Data Incident disclosed by Pinnacle in June 2023. Excluded from the Settlement Class are: (1) the judge(s) presiding over this Lawsuit and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, and directors; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline; and (4) the successors or assigns of any such excluded natural person.

57. “Settlement Class List” means the data file(s) which includes each Settlement Class Member’s name, current or last known address, if known, which Defendant used in providing notice to the Class of the underlying Incident. Defendant shall provide the data file(s) to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

58. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

59. “Settlement Fund” means the amount of four hundred ninety thousand dollars (\$490,000.00) to be paid by, or on behalf of, Defendant, and which includes any interest accrued thereon after payment, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

60. “Settlement Payment” means the cash payment to be made *via* mailed check and/or electronic payment to a Settlement Class Member on Approved Claims by the Settlement Administrator from the Settlement Fund.

61. “Settlement Website” means the website to be created, launched, and maintained by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of Exhibits A-F (or any forms of these exhibits that are approved by the Court), this Settlement Agreement, will provide access to other relevant case documents related to the Settlement, and will allow for the electronic submission of Claim Forms and Requests for Exclusion. The Settlement Website will remain active until 90 days after the Effective Date.

62. “**Short Form Notice**” is a postcard notice that will be mailed (or emailed) to each Settlement Class Member for which contact information is available. include a copy of the Claim Form, in the same or substantially similar form as Exhibit F hereto.

63. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund. All Taxes and Tax-Related Expenses will be paid from the Settlement Fund.

64. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Members, including the Class Representative, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representatives expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Final judgment shall have, waived the provisions, right, and benefits conferred by federal law or the law of any state, province, or territory.

65. “**Unreimbursed Economic Losses**” means out-of-pocket losses or expenditures that actually incurred by Settlement Class Members that are unreimbursed, supported by Reasonable Documentation, and can be claimed by Class Members who elect this Settlement Benefit on their Claim Form. “**Unreimbursed Economic Losses**” include things such as losses related to fraud and identity theft, the purchase of identity protection services or credit monitoring services, and ID theft insurance different than the services and benefits offered by Defendant, they must have been incurred as a result of the Data Incident, and these expenses have not already been reimbursed by a third party.

III. SETTLEMENT FUND

66. **Non-Reversionary Settlement Fund.** The maximum amount that Pinnacle is obligated to pay in total for this Settlement shall consist of a non-reversionary settlement fund totaling \$490,000.00 (“Settlement Fund”). The Settlement Fund will be used to pay for (1) the Settlement Benefits (as set forth in paragraphs 55 and 70); (2) notice and administration costs; and (3) attorney’s fees and expenses awarded by the Court. The settlement will also provide for pro rata distributions for remainder funds.

67. The Settlement Administrator will create an account (into with Pinnacle will deposit the total sum of \$490,000.00 for the Settlement Fund) within fourteen (14) days after the Court’s entry of the Preliminary Approval Order. The Settlement Administrator shall provide wiring and/or other payment instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Pinnacle

shall provide the Settlement Administrator, for deposit into the Settlement Fund, the total sum of \$490,000.00 within thirty (30) days after the Court's entry of the Preliminary Approval Order.

68. Qualified Settlement Fund. The Parties agree that the Settlement Administrator shall place the Settlement Fund into an interest-bearing account created by order of the Court which is intended to constitute a "qualified settlement fund ("QSF") within the meaning of Treasury Regulation § 1.468 B-1 of the Treasury Regulations ("Treasury Regulations") promulgated under the U.S. Internal Revenue Code of 1986, as amended (the "Code"). Pinnacle shall be the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Settlement Administrator shall be the "administrator" of the QSF within the meaning of Treasury Regulation § 1.468 B-2(k)(3) of the Treasury Regulations and shall be responsible for filing all tax returns with respect to the QSF, and any other tax reporting for or in respect of the Settlement Fund, paying from the QSF any Taxes and Tax-Related Expenses owed with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Pinnacle and the Settlement Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirement for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

69. Taxes and Representations. Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by the Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Settlement Class Representative and Participating Settlement 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.

IV. SETTLEMENT BENEFITS TO CLASS MEMBERS

70. Subject to the caps described below, Settlement Class Members may submit a claim to receive the following benefits: (1) Credit Monitoring Services; (2) payment for Out-of-Pocket Losses; (3) payment for Lost Time; or, in the alternative to benefits (1)-(3), an Alternative Cash Payment of \$100.00.

- i. **Credit Monitoring:** All Settlement Class Members are eligible to enroll in three (3) years of one-bureau Credit Monitoring Services, which will include identity restoration services and \$1 million in identity theft insurance, provided by Experian, or any other comparable provider, regardless of whether the Class

Member submits a claim for reimbursement of Out-of-Pocket Losses or Lost Time.

Settlement Class Members must affirmatively request credit monitoring by electing this benefit on the Claim Form, which must be postmarked or electronically submitted to the Settlement Administrator on or before the Claims Deadline. Codes for credit monitoring will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided by the Class Member on the Claim Form. This Settlement Benefit may be selected in addition to compensation for Lost Time and Out-of-Pocket Losses. All costs associated with Credit Monitoring Services shall be paid out of the Settlement Fund.

- ii. **Compensation for Out-of-Pocket Losses**: All Settlement Class Members may submit a Claim Form for payment of up to \$2,000.00 as compensation for documented Unreimbursed Economic Losses resulting from and which are a result of the Data Incident. Out-of-pocket losses will be deemed “a result” of the Data Incident if it was more likely than not caused by the Incident and was incurred between December 4, 2022, and the Claim Deadline.

Out-of-pocket losses may include, without limitation, unreimbursed losses relating to fraud or identity theft purchase; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, data charges (if charged based on the amount of data used), cell phone charges (if charged by the minute), and long-distance telephone charges.

Claims for Out-of-Pocket losses are subject to the following requirements:

- i. Each claim must be supported by an attestation from the Settlement Class Member that the costs or expenditures were incurred as a direct result of the Data Incident, that such losses have not been reimbursed, and that such losses are not otherwise covered by insurance; *and*
- ii. Each claim must also be supported by reasonable documentation, which may include credit card statements, invoices, telephone records, and receipts. Personal certifications, declarations, or affidavits standing alone do not constitute reasonable documentation, but may provide clarification or context for other documentation that is submitted.
- iii. The Settlement Administrator shall have discretion to determine whether any claimed loss has been incurred as a direct result of the Data Incident.

- iii. **Compensation for Lost Time**: All Settlement Class Members may submit a Claim Form for compensation of up to six hours of Lost Time, compensable at a rate of \$40.00 per hour, for a maximum of \$240.00, for time spent in attempting to mitigate and prevent fraud or to remedy actual fraud or identity theft as a result of the Data Incident. Settlement Class Members who make a Claim for Lost Time payments must affirmatively indicate their election of this Settlement Benefit on the Claim Form, and attest that the claimed Lost Time is accurate and not otherwise reimbursable. This attestation is also to be made on the Claim Form. Claims for Lost Time must be complete and submitted to the Claims Administrator on or before the Claims Deadline. All Lost Time payments shall be paid out of the Settlement Fund. Claims for Lost Time can be combined with claims for Out-of-Pocket Losses but are subject to the \$2,000 Out-of-Pocket Loss Cap.
- iv. **\$100 Alternative Cash Payment**: Settlement Class Members can elect to make a claim for a \$100 Alternative Cash Payment in lieu of the Settlement Benefits for Credit Monitoring Services, Unreimbursed Out-Pocket-Costs, and Lost Time, as outlined above in subparagraphs (i)-(iii). Settlement Class Members who make a Claim for the \$100 Alternative Cash Payment must affirmatively indicate their election of this Settlement Benefit on the Claim Form. Claims for \$100 Alternative Cash Payments must be complete and submitted to the Claims Administrator on or before the Claims Deadline, but no additional documentation is required. All Claims for \$100 Alternative Cash Payment shall be paid out of the Settlement Fund.

71. Equitable Relief and Security Enhancements. In addition to all of the foregoing Settlement Benefits, Pinnacle shall provide Plaintiff's Counsel with a confidential declaration or affidavit, suitable for filing under seal with the Court, attesting that agreed upon security-related measures have been implemented on or before and up to the date of the Preliminary Approval Order and identifying the approximate annual cost of those security-related measures. Costs associated with these security-related measures will be paid by Defendant separate and apart from other settlement benefits.

72. Pro Rata Reduction. In the event the amount of Approved Claims for Settlement Benefits (for Credit Monitoring Services, Unreimbursed Out-of-Pocket, Lost Time, and Alternative Cash Payments) exceed the amount of the Net Settlement Fund, the amount of cash Settlement Payments to be paid for Approved Claims shall be proportionately reduced on a *pro rata* basis and paid in accordance with the Order of Distribution of Funds and Contingency Payment provisions herein.

V. CLAIMS ADMINISTRATION

73. Submission of Claims. Settlement Class Members seeking Settlement Benefits must submit a valid Claim using the Claim Form attached hereto as **Exhibit A**.

74. **Claims Deadline.** All Settlement Class Members have ninety (90) days after the Notice Date to make Claims for Settlement Benefits by submitting a Claim Form to the Settlement Administrator. The Claim Form must be postmarked or electronically submitted online within 90 days after the Notice Date. The Notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

75. **Electronic and Hard Copy Claims.** Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms (or request that the Settlement Administrator mail a copy of the Claim Form) to be filled out, signed, and submitted physically with any supporting documentation by mail to the Settlement Administrator.

76. **Untimely Claims.** Any Settlement Class Member who fails to submit a Claim for any Settlement Benefits pursuant to the terms and conditions of the Settlement Agreement within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise allowed, shall be forever barred from receiving any Settlement Payments or Settlement Benefits pursuant to this Settlement, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and, upon its entry, the Final Approval Order and Judgment.

77. **Review of Claim Forms.** The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete and whether Settlement Class Members are eligible for a Settlement Payment.

78. **Denied Claims.** In the event the Settlement Administrator denies a claimant's Claim, the claimant shall have twenty-one (21) days from date denial or partial denial of a Claim from the Settlement Administrator to dispute such determination in writing and request an appeal. If a claimant disputes a determination in writing and requests an appeal, the Settlement Administrator shall review the Claim, provide a copy of the claimant's dispute, Claim Form and any necessary additional information to Class Counsel and Defendant's Counsel for their review, and make a final determination within ten (10) days without any further action.

79. **Dispute Resolution for Claims.** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the Claim is timely submitted; and (3) the Claim includes all requisite information, requisite certification(s), and/or Reasonable Documentation required to complete a valid Claim Form, including, for example, any documentation that may be necessary to reasonably support the Settlement Benefits described herein and required for the Settlement Administrator to determine whether the claimed losses are fairly traceable to the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. The Settlement Administrator is authorized to use best practices to determine the validity or invalidity of any Claim made by any Settlement Class Member.

80. Order of Distribution of Funds. The Settlement Administrator must first use the funds available in the Settlement Fund to pay Notice and Administrative Expenses, Taxes and Tax-Related Expenses, Fee Award and Expenses, and Service Awards. If the remaining Net Settlement Funds exceed the total amount of Approved Claims the Settlement Administrator shall pay the Settlement Benefits for all Approved Claims and disburse any Residual Funds in accordance with the provisions herein.

81. Contingency Payments/Residual Funds. If the Net Settlement Fund exceeds the total amount of Approved Claims for Settlement Benefits, Class Counsel and Pinnacle shall, by agreement, instruct the Settlement Administrator to disburse the remaining Residual Funds in any of the following manners. First, the Settlement Administrator shall make additional monetary payments to the Settlement Class Members who submitted Approved Claims for cash payments (*i.e.*, compensation for Unreimbursed Economic Loss, Lost Time or Alternative Cash Payment) in equal amounts, provided that no Settlement Class Member receives more than two times the amount of their payment in their original Approved Claim. Second, if there are funds remaining in the Settlement Fund, these residual funds shall be paid to a mutually agreeable charitable organization as a *cy pres* recipient, subject to Court approval.

82. Contingencies. In the event that the total amount of Approved Claims exceeds the amount of the Net Settlement Fund, the Settlement Administrator shall pay Approved Claims for Settlement Benefits in the following order. First, all claims for Credit Monitoring Services shall be paid on Approved Claims. Second, all requests for cash payments in the remaining Approved Claims (*i.e.*, compensation for Out-of-Pocket Losses, Lost Time and Alternative Cash Payments) shall be proportionately reduced on a *pro rata* basis.

83. Settlement Payment Methods. Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Settlement Agreement via various electronic methods. In the event that Class Members do not exercise this option for payment, they will receive their Settlement Payment via a physical check sent by first class U.S. Mail.

84. Timing of Settlement Benefits. Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide enrollment instructions for Credit Monitoring Services to Settlement Class Members who selected Credit Monitoring Services on their Claim Forms for all Approved Claims. Within sixty (60) days after: (1) the Effective Date; or (ii) the date when all Claim Forms have been processed subject to the terms and conditions of this Settlement, whichever date is later, the Settlement Administrator shall distribute Settlement Payments to Settlement Class Members who are entitled to these Settlement Benefits based on the selections made on their Claim Forms for all Approved Claims.

85. Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who received a Settlement Payment *via* a physical check shall have sixty (60) days following the Settlement Administrator's distribution to deposit or cash the check. Any check not cashed or deposited within this time frame shall be unenforceable.

86. Returned, Unclaimed or Uncashed/Undeposited Payments. No portion of the Settlement Fund shall revert or be repaid to Pinnacle after the Effective Date. For any Settlement

Payment that is not claimed, not timely cashed or deposited, or returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the mailing address or the electronic account provided is invalid), the Settlement Administrator shall make reasonable efforts to locate a valid address and/or electronic account and re-issue the Settlement Payment within thirty (30) days after the original Settlement Payment is returned to the Settlement Administrator as undeliverable if such time permits before the Deadline to Deposit or Cash Physical Checks. The Settlement Administrator shall only make one attempt to re-issue a Settlement Payment. Settlement Class Members shall have sixty (60) days following the distribution date of any re-issued Settlement Payments to deposit or cash their Settlement Benefits.

87. Distribution of Returned, Unclaimed or Uncashed Payments. For any Settlement Payment that is not claimed, not timely cashed or deposited, or returned to the Settlement Administrator as undeliverable, these funds shall be distributed by the Claims Administrator as Residual Funds pursuant to the terms and conditions set forth in this Settlement Agreement.

88. Settlement Administration Fees. The Settlement Fund will pay the entirety of the settlement administration fees, including the cost of Notice. The Parties agree to solicit competitive bids for the selection of a Settlement Administrator and for Notice of the Settlement to the Settlement Class Members.

89. Upon the Effective Date, and receipt of payee instructions and a Form W-9 for the payee, Defendant or its insurer shall provide the funding for the Settlement Fund to the Settlement Administrator as stated herein. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members as provided herein in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

90. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

91. Once a Settlement Administrator is mutually agreed to by the Parties and after the Settlement is preliminarily approved by the Court, the Settlement Administrator will provide Notice to the Settlement Class Members in a manner mutually agreed upon by the Parties.

92. After the Court enters a Final Approval Order approving the Settlement Agreement, the Settlement Administrator shall provide the Settlement Benefits to Settlement Class Members on Approved Claims in accordance with the terms and conditions set forth herein.

93. Limitation of Liability. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the

Settlement Administrator, or any of its 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 and Tax-Related Expenses.

94. Hold Harmless Clause. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Settlement Class Representative, Pinnacle, and Defendant's Counsel harmless for: (i) any act or omission or determination of the Settlement Administrator, or the Settlement Administrator's designees or agents, in connection with the Notice and administration of the Settlement; and (ii) the determination, administration, calculation, or payment of any Claims.

VI. NOTICE OF SETTLEMENT

95. Notice. The Settlement Administrator shall provide Notice to the Settlement Class Members and administer the Settlement under the Parties' supervision pursuant to the Court's Preliminary Approval Order and subject to the exclusive jurisdiction of the Court. The Notice plan shall be subject to approval by the Court as satisfying constitutional due process requirements. All costs associated with the Notice plan shall be paid from the Settlement Fund.

96. Notice Date. Within seven (7) days after the Court's entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty-five (35) days after the Court's entry of the Preliminary Approval Order, or such other time as may be ordered by the Court (*i.e.*, Notice Date) the Settlement Administrator shall disseminate Notice to the Settlement Class Members as follows:

- i. In postcard form by U.S. mail, postage prepaid to Settlement Class Members using the postal addresses that Pinnacle used to providing notice to the Settlement Class Member of the Data Incident.
- ii. For any Summary Notice provided in postcard form that was mailed by U.S. mail and returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the U.S. Postal Service on the face of the returned mail
- iii. For any Summary Notice provided in postcard form that was mailed by U.S. mail and returned by the U.S. Postal Service as undeliverable without forwarding address information, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses, including using the National Change of Address database maintained by the U.S. Postal Service, in an attempt to identify current mailing addresses for the respective Settlement Class Members for purposes of re-mailing the Summary Notice and (i) re-mail the Summary Notice to the extent an updated address is identified, or (ii) email the Summary Notice to the extent Pinnacle has an email address on record for that Settlement Class Member.

- iv. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph.

97. Settlement Website. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of Requests for Exclusion electronically through the Settlement Website.

98. Settlement Toll Free Number. The Settlement Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

VII. OPT-OUT/REQUEST FOR EXCLUSION PROCEDURE

99. Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement is by notifying the Settlement Administrator, in writing (or by submitting a Request for Exclusion), postmarked no later than the Opt-Out Deadline. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the terms stated herein will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

100. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time on or before the Opt-Out Deadline. To be valid, the Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) if mailed, postmarked on or before the Opt-Out Deadline. If the Settlement Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, the Request for Exclusion must be in writing and must identify the case name; state the name, current address, and telephone number of the Settlement Class Member seeking exclusion; be physically signed by the person seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *Fitton v. Pinnacle Propane, LLC* Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division." Within ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Settling Parties a complete list of all timely and valid Requests for Exclusion (the "Opt-Out List").

VIII. OBJECTION PROCEDURES

101. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by timely filing a written objection with the Court no later than the Objection Deadline. Any Settlement Class Member may enter an appearance in the Litigation, 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 Expenses, or to appear at the Final Approval Hearing and show cause for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why the Final Approval Order and 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 Expenses should not be granted, may do so, but must follow the Objection Procedures set forth herein.

102. Objection Requirements. The Notice shall explain the procedure for Participating Settlement Class Members to object to the Settlement by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. No Opt-Out has a right to object to the Settlement. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph and send a copy to the Settlement Administrator waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within ten (10) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

103. Objection Deadline. No Class Member or other person will be heard on such matters unless they have filed with the Court their objection, together with any briefs, papers, statements, or other materials they wish the Court to consider, by no later than sixty (60) days after the Notice Date, unless otherwise granted permission by the Court.

104. The Parties agree that Class Counsel will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any arguments in response to the objector.

105. Failure to Adhere to Objection Procedure. Any Settlement Class Member who fails to comply with the requirements for objecting herein shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgements in the Litigation. The sole and exclusive means for any challenge to the Settlement Agreement shall be provided herein. Without limiting the foregoing, any challenge to the Settlement Agreement, the Preliminary Approval Order, the Final Approval Order, or the Final Judgment to be entered upon final approval, shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

IX. REQUIRED EVENTS AND COOPERATION BY PARTIES

106. Certification of the Settlement Class. For purposes of this Settlement only, the Parties agree to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Final Judgement of this Settlement and the occurrence of the Effective Date.

107. Confidentiality of Information Submitted by Settling Parties. Information submitted by the Parties pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Class Counsel, Pinnacle, Defendant's Counsel, Settlement Class Representative, and Settlement Administrator. The Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Defendant's Counsel to ensure that any information provided to it by Settlement Class Members, Class Counsel, Pinnacle, or Defendant's Counsel will be secure and used solely for the purpose of effecting this Settlement. As such, except to administer the Settlement as provided for in this Settlement Agreement, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class member's information. The Settlement Administrator shall timely and permanently destroy the Class Members' information once its duties under the Settlement Agreement and related legal obligations have been completed. All documents, materials, and information, if any, provided by Pinnacle in confirmatory discovery is confidential and may not be used for any purpose other than confirmatory discovery in this Litigation.

108. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court by filing a motion for preliminary approval of the Settlement and request entry of a Preliminary Approval Order in the form attached hereto as Exhibit E.

109. Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing in compliance with all applicable laws and enter a Final Approval Order of this Settlement. The deadline for filing a motion with the Court seeking entry of a Final Approval Order shall be within fourteen (14) days after the Claims Deadline.

110. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Settlement Agreement on the schedule set by the Court, subject to the terms of this Settlement 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 efforts to amend the schedule to accomplish the goals of this Settlement Agreement.

111. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties.

X. EFFECTIVE DATE, MODIFICATION AND TERMINATION

112. Effective Date. The Effective Date of the settlement shall be the first day after all of the following conditions have occurred:

- i. Pinnacle and Class Counsel execute this Settlement Agreement;

- ii. The Court has entered the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached as **Exhibit E**;
- iii. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- iv. Pinnacle has not exercised its option to terminate the Settlement Agreement;
- v. The Court has entered the Final Approval Order and Final Judgment without material change from the forms attached as **Exhibit C** and **Exhibit D**, respectively; and,
- vi. The Final Approval Order and Final Judgment have become Final.

113. If all of the conditions specified in Paragraph 112 herein are not satisfied, the Parties will seek in good faith to revise the Settlement Agreement as needed, provided, however, that no party may use subsequent legal developments or other intervening events, other than the decision(s) denying or reversing approval of the Settlement Agreement, as justification for renegotiating the Settlement. Failing this, the Parties will be restored to their respective places in the Lawsuit. In such event, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this or any other proceeding for any purposes, and any Judgment or Order entered by the Court in accordance with the terms of this Settlement Agreement will be treated as vacated.

114. Modification. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

115. Settlement Not Approved. In the event the Court declines to enter the Preliminary Approval Order, the Final Approval Order and Final Judgment, or the Final Approval Order and Final Judgment do not become final (as described herein), Pinnacle may at its sole discretion terminate this Settlement Agreement on seven (7) days written notice from Defendant's Counsel to Class Counsel.

116. Material Modification by the Court. 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 Expenses and/or Service Awards.

117. Effect of Termination. In the event this Settlement 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 may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Lawsuit), and the Parties shall return to their respective positions existing immediately before the execution of this Settlement Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved.

118. Notwithstanding any provision in this Settlement Agreement, in the event this Settlement Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Settlement Agreement is declared null and void, or in the event the Effective Date does not occur, each Party shall bear its own attorneys’ fees and costs.

XI. RELEASE

119. Settlement Class Members who do not opt-out of the Settlement in accordance with Court approved opt-out procedures and deadlines release any and all claims arising from or related to claims asserted, or that could have been asserted, in the Lawsuit.

120. Upon Final Approval of this Settlement Agreement, Settlement Class members release, acquit, and forever discharge Pinnacle and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as covered entities associated with the Data Incident (“Released Parties”) from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to any release of Private Information from the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information from the Data Incident (the “Released Claims”), provided that nothing in this Release is intended to,

does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident.

121. The obligations incurred under this Settlement shall be in full and final disposition of the Lawsuit and of any and all Released Claims as against all Released Parties.

122. Notwithstanding any term herein, neither Pinnacle nor the Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Settlement Class Representative and each and all of the Settlement Class Members.

123. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Releasing Parties, including the Settlement Class Representative and other Participating Settlement Class Members, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

XII. SERVICE AWARD PAYMENTS

124. Service Award Payments. Within fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel may file a Fee and Expense Application that may include a request for Service Awards for the Representative Plaintiff in recognition for her contributions to this Lawsuit not to exceed Five Thousand Dollars (\$5,000.00).

125. The Settlement Administrator shall make the payments for the Service Award to the Settlement Class Representative from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) days after the Effective Date.

126. In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Settlement 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 Awards shall constitute grounds for cancellation or termination of this Settlement Agreement.

127. The Parties did not discuss or agree upon the amount of the Service Awards, for which the Settlement Class Representative can apply, until after the substantive terms of the Settlement had been agreed upon. The amount of the Service Awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

XIII. ATTORNEYS' FEES, COSTS, EXPENSES

128. Class Counsel shall request the Court to approve an award of attorneys' fees, costs, and expenses ("Fee Award and Expenses"), and Defendant's Counsel shall not object, in an amount not to exceed one-third (33.33%) of the value of the Settlement (\$163,333.33) plus

litigation expenses not to exceed \$20,000.00 on or before the fourteen (14) days prior to the Objection Deadline.

129. Any Fee Award and Expenses approved by the Court shall be paid by the Settlement Administrator from the Settlement Fund upon receipt of sufficient payment instructions from Class Counsel and a W-9 for Class Counsel.

130. Any Fee Award and Expenses shall be paid by the Settlement Administrator in the amount approved by the Court within ten (10) days after the Effective Date.

131. The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's attorneys' fees, costs, or expenses.

132. In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amounts requested, the remaining provisions of this Settlement 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 Fee Award and Expenses shall constitute grounds for cancellation or termination of this Settlement Agreement.

133. Once paid, Class Counsel shall have the sole and absolute discretion to thereafter allocate the Fee Award and Expenses among Class Counsel.

134. The Parties did not discuss or agree upon the amount of the Fee Award and Expenses which Class Counsel can apply for until after the substantive terms of the Settlement had been agreed upon. The amount of the Fee Award and Expenses is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

XIV. SETTLEMENT ADMINISTRATOR'S DUTIES

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

136. Dissemination of Notices. The Settlement Administrator shall disseminate the Notice as provided for in this Settlement Agreement.

137. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement 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 Defendant'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 Defendant's Counsel with information concerning Notice, administration, and implementation of the settlement. Without limiting the foregoing, the Settlement Administrator shall also:

- i. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Defendant's Counsel a copy thereof no later than ten (10) days following the Opt-Out Deadline. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after the expiration of the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- ii. Provide weekly reports to Class Counsel and Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator (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;
- iii. Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- iv. Cooperate with any audit by Class Counsel or Defendant'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 Settlement Agreement; and
- v. In general, the Settlement Administrator shall keep Class Counsel and Defendant's Counsel informed regarding all material aspects of the claims process and settlement administration. Upon request by any Settlement Class Members, Class Counsel or Defendant's Counsel may assist such Settlement Class Members with the claims process and intercede with the Settlement Administrator on their behalf.

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

139. Within thirty (30) days after the Effective Date and thirty (30) days of the completion date when all Claims have been processed, if these dates differ, the Settlement Administrator shall provide a status update to Class Counsel and Defendant's Counsel regarding the Claims processed to date, and the amount of the approved Claims and denied Claims.

140. Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide enrollment instructions for Credit Monitoring Services to Settlement Class Members who selected Credit Monitoring Services on their Claim Forms for all Approved Claims.

141. Within sixty (60) days after: (i) the Effective Date; or (ii) the date when all Claim Forms have been processed subject to the terms and conditions of this Settlement, whichever date is later, the Settlement Administrator shall distribute Settlement Payments to Settlement Class

Members who are entitled to these Settlement Benefits based on the selections made on their Claim Forms for all Approved Claims

XV. NO ADMISSION OF WRONGDOING, LIABILITY, OR LACK OF MERIT

142. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

143. No Use of Agreement. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action or in any proceeding in any court, administrative agency or other tribunal.

XVI. MISCELLANEOUS PROVISIONS

144. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

145. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties.

146. 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.

147. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

148. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

149. Notices. All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Raina Borrelli
TURKE & STRAUSS LLP
613 Williamson Street, Suite 201

Madison, Wisconsin 53703
Telephone: (608) 237-1775
Facsimile: (608) 509-4423
raina@turkestrauss.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

John A. Vogt
JONES DAY
3161 Michelson Drive, Suite 800
Irvine, California, 92612
Telephone: (949) 553-7516
javogt@jonesday.com

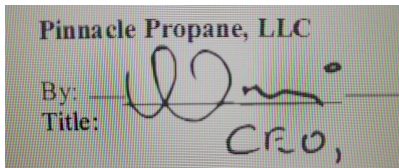
The notice recipients and addresses designated above may be changed by written notice.

150. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Amanda Fitton

By:  _____

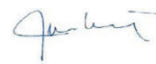


TURKE & STRAUSS LLP

By: *Raina Borrelli* _____
Raina C. Borrelli

Counsel for Plaintiff and the Settlement Class

JONES DAY

By:  _____
John A. Vogt

Counsel for Defendant

— EXHIBIT A —

Fitton v. Pinnacle Propane, LLC, Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division

USE THIS CLAIM FORM TO MAKE A CLAIM FOR UNREIMBURSED OUT-OF-POCKET LOSSES, CREDIT MONITORING SERVICES OR ALTERNATIVE CASH PAYMENT

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT <<SETTLEMENT WEBSITE>> NO LATER THAN <<CLAIM DEADLINE>>.

ATTENTION: This Claim Form is to be used to apply for benefits related to the Data Incident that occurred on approximately December 4, 2022, and potentially affected individuals to whom Pinnacle Propane, LLC (“Defendant”) sent notice. There are four (4) types of benefits for which Settlement Class Members may be eligible: (1) compensation for Unreimbursed Out-of-Pocket losses incurred as a result of the Data Incident, up to a total of \$2,000 per person upon submission of a valid claim and supporting documentation,; (2) compensation for up to six (6) hours of Lost Time, at \$40.00/hour (\$240 cap), for time spent mitigating the effects of the Data Incident-Claims for Lost Time can be combined with claims for Unreimbursed Economic Loss but are subject to the \$2,000.00 cap; and (3) three (3) years of three-bureau Credit Monitoring Services provided by [insert] or other comparable provider-these services include identity restoration services and \$1 million in identity theft insurance. In the alternative to compensation for Unreimbursed Out-of-Pocket Losses, Lost Time, and/or Credit Monitoring, Class Members can elect to make a claim for up to a \$100 Alternative Cash Payment. To receive this benefit, Settlement Class Members must submit a signed, valid claim form, but no additional documentation is required to make a claim. In the event that the total amount of Approved Claims exceeds the amount of the Net Settlement Fund, then the cash Settlement Payments to be paid for Approved Claims shall be proportionately reduced on a pro rata basis and paid in accordance with the terms and conditions of the Settlement Agreement.

*To submit a claim, you must be a Settlement Class Member whose Private Information was potentially compromised in the Data Incident and/or received Notice of this settlement with a **Unique ID**.*

Please be advised that any supporting documentation that you would like to provide must be submitted with this Claim Form.

CLAIM VERIFICATION: *All claims are subject to verification. You will be notified if additional information is needed to verify your claim.*

ASSISTANCE: *If you have questions about this Claim Form, please visit the Settlement Website at <<Settlement Website>> for additional information.*

PLEASE KEEP A COPY OF YOUR CLAIM FORM, SUPPORTING DOCUMENTATION, AND PROOF OF MAILING FOR YOUR RECORDS.

Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

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REGISTRATION

First Name: _____ MI: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____
- - - - -

Email Address: _____

Please provide the Unique ID identified on the Notice that was sent to you:

Instructions. Please follow the instructions below and answer the questions as instructed.

CLAIM INFORMATION

Section A. Confirm Your Eligibility

Was your Personally Identifiable Information (“PII”) compromised or potentially compromised in the Data Incident disclosed by Pinnacle Propane LLC, beginning in June 2023 or did you receive a Notice with a Unique ID indicating that you may be a member of the Class?

Yes No

If yes, continue to the next question. If no, you are not a member of the Class and do not qualify to file a claim.

Did you incur financial expenses, suffer any other financial losses, or spend time remedying issues as a result of the Data Incident disclosed by Propane LLC beginning in June 2023? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc., or did you spend time monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc. as a result of the Data Incident?

Yes No

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*If yes, you may be eligible to fill out **Section B** of this form and provide corroborating documentation.*

Section B. Reimbursement for Out-of-Pocket Losses

If you suffered verifiable financial losses as a result of the Data Incident, you may be eligible to receive a payment to compensate you for these financial losses and lost time spent.

If it is verified that you meet all the criteria described in the Settlement Agreement, and you **submit** documentation that proves your losses and the dollar amount of those losses, you are eligible to receive a payment compensating you for your documented Out-of-Pocket Losses of up to **\$2,000 per person**. Out-of-Pocket Losses includes: (1) costs incurred on or after December 4, 2022, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Unreimbursed Economic Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (3) credit monitoring or other mitigative costs that were incurred on or after December 4, 2022.

Class Members who elect to submit a claim for compensation of Out-of-Pocket Losses must provide the Settlement Administrator with information required to evaluate the claim, including:(1) the Class Member’s name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) a verification, stating that the claim is true and correct, to the best of the Class Member’s knowledge and belief, and is being made under penalty of perjury. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Providing adequate proof of your losses does not guarantee that you will be entitled to receive the full amount claimed. All claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

For each loss that you believe was incurred as a result of the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and all documentation that supports the loss. **You must provide ALL this information for this claim to be processed.** Supporting documents must be submitted with this Claim Form.

If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim. Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at <https://www.analyticsllc.com/privacy-statement/>. Please do not directly communicate with Defendant regarding this matter. All inquiries are to be sent to the Settlement Administrator.

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Unique ID: XXXXXXXXXXXXXXXX

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
Example: Identity Theft Protection Service	07 - 17 - 20 MM DD YY	\$50.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	02 - 30 - 21 MM DD YY	\$25.00	Copy of the professional services bill
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	\$	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
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	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	

Reimbursement for Lost Time:

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Unique ID: XXXXXXXXXXXXXXXX

Class Members may submit a claim for up to six (6) hours of time spent remedying issues related to the Data Incident. Six (6) hours of lost time may be reimbursed at \$40 per hour (\$240 cap) if you provide an attestation as to the time you spent remedying issues related to the Data Incident. Examples of lost time spent remedying issues related to the Data Incident may include time spent remedying identity theft, fraud, misuse of private information, credit monitoring, or freezing credit reports.

If you spent time remedying issues related to the Data Incident, please list the number of hours you spent here: _____.

By checking the below box, I declare that the information provided in this Claim Form to support my seeking relief for Lost Time is true and correct.

Section C. Credit Monitoring Services

Class Members are eligible to enroll in three (3) years of three-bureau Credit Monitoring Services provided by **[insert]** or other comparable provider-these services include identity restoration services and \$1 million in identity theft insurance.

By checking the below box, I choose to enroll in Credit Monitoring Services.

Yes, I choose to enroll in Credit Monitoring Services.

Section D. \$100 Cash Compensation -Alternative Cash Payment

Class Members may, in lieu of making a claim for reimbursement of Out-of-Pocket Losses, Lost Time, and Credit Monitoring, elect to receive an alternative cash payment in an amount up to one hundred dollars (\$100) on a claims-made basis.

By checking the below box, I choose to receive a cash payment of up to \$100 in the alternative to compensation for Out-of-Pocket Losses, Lost Time, and Credit Monitoring Services.

NOTE: YOU MAY NOT SEEK BENEFITS FOR OUT-OF-POCKET LOSSES, LOST TIME, OR CREDIT MONITORING SERVICES IF YOU ARE FILING FOR THE ALTERNATIVE CASH PAYMENT IN THIS SECTION.

Yes, I choose a cash payment of up to \$100 in the alternative to compensation for Out-of-Pocket Losses, Lost Time, and Credit Monitoring Services.

Section E. Class Member Affirmation

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim

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payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

I understand that any Settlement Payment made under this Settlement shall be provided electronically unless I specifically ask that payment be made by check.

Signature:

Date: - -
MM DD YY

Printed Name:

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT
<<SETTLEMENT WEBSITE>> NO LATER THAN <<CLAIM DEADLINE>>.**

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

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— EXHIBIT B —

US DISTRICT COURT FOR THE NORTHERN DISTRICT COURT OF
TEXAS DALLAS DIVISION

Fitton v. Pinnacle Propane, LLC, Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division

This Notice May Affect Your Rights. Please read it carefully.

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

- A Settlement has been reached in a class action lawsuit filed against Pinnacle Propane, LLC (the “Defendant”) regarding a security breach of their IT system (the “Data Incident”) that occurred on approximately December 4, 2022, when an unauthorized party accessed files in its computer system which contained names, addresses, and Social Security numbers (“Private Information”) of some current and former employees.
- On July 13, 2023, Plaintiff Amanda Fitton filed a Class Action Complaint against the Defendant in the United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:23cv1559 (“Class Action Complaint”). The complaint alleges claims for damages and equitable relief based on theories of negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, intrusion upon seclusion, and unjust enrichment.
- Following arms-length negotiations, the Parties negotiated a settlement with the assistance of Hon. Jay C. Gandhi (ret.) at a mediation on December 5, 2023, by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and Settlement Class Members have or may have had against Pinnacle and related persons and entities, as set forth herein.
- Class Members are eligible to receive the following relief: (1) compensation for Out-of-Pocket Losses, up to a total of \$2,000 per person, upon submission of a valid and timely Claim with supporting documentation, for unreimbursed monetary losses incurred as a result of the Data Incident; (2) compensation for up to six (6) hours of Lost Time, at \$40.00/hour (\$240.00 cap), for time spent mitigating the effects of the Data Incident - Claims for Lost Time can be combined with Claims for Out-of-Pocket Losses but are subject to the \$2,000.00 cap; and (3) three (3) years of three-bureau Credit Monitoring Services provided by [insert] or other comparable provider, regardless of whether the Class Member submits a Claim for reimbursement of Out-of-Pocket Losses or Lost Time. In the alternative to compensation for Out-of-Pocket Losses, Lost Time, or Credit Monitoring, Class Members can elect to make a Claim for up to a \$100 Alternative Cash Payment. To receive this benefit, Class Members must submit a timely and valid Claim Form. In the event that Approved Claims for Settlement Benefits (*i.e.*, Credit Monitoring Services, Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments) exceeds the amount of the Net Settlement Fund, the amount to be paid for Approved Claims shall be reduced on a *pro rata* basis and paid in accordance with the terms and conditions in the Settlement Agreement. In the event the Net Settlement Fund exceeds the Approved Claims for Settlement Benefits (*i.e.*, Credit Monitoring Services, Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments), then the Residual Funds shall be paid in

QUESTIONS? CALL <<Settlement TOLL-FREE>> OR VISIT <<SETTLEMENTWEBSITE>>

accordance with the terms of the Settlement Agreement. The Settlement Administrator will post additional information about the payment amount on <<SettlementWebsite>>. For complete details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>.

- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <<Date>>.
EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment or Credit Monitoring Services under this Settlement. You may download an exclusion form at <<SettlementWebsite>>. The deadline to exclude yourself from the Settlement is <<Date>>.
OBJECT TO THE SETTLEMENT	Write to the Court, with a copy to Class Counsel and Defendant’s Counsel, about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the Objection Procedures stated herein. The deadline to object to the Settlement is <<Date>>.
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on <<Date>> at <<Time>>.
DO NOTHING	If you do nothing you will not receive any payment or the free Credit Monitoring Services. You will have no right to sue the Defendant later for the claims released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>.
- The Court in charge of this case still has to decide whether to approve the Settlement. No settlement benefits or payments will be provided unless the Court approves the settlement and it becomes Final.

QUESTIONS? CALL <<Settlement TOLL-FREE>> OR VISIT <<SETTLEMENTWEBSITE>>

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QUESTIONS? CALL <<Settlement TOLL-FREE>> OR VISIT <<SETTLEMENTWEBSITE>>

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment and free Credit Monitoring Services as part of the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

Amanda Fitton (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) Pinnacle Propane, LLC (“Pinnacle” or “Defendant”), in the case of *Fitton v. Pinnacle Propane, LLC*, Case No. 3:23cv1559, pending in the United States District Court for the Northern District of Texas, Dallas Division. Pinnacle and Plaintiff are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Amanda Fitton, sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Class is defined as:

All Individuals whose Private Information was compromised or potentially compromised in the Data Incident disclosed by Pinnacle in June 2023.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Pinnacle experienced a cyberattack on December 4, 2022, when certain of its IT systems containing Private Information stored by Pinnacle was potentially compromised. The Plaintiff filed the Lawsuit claiming that Defendant failed to implement and maintain reasonable security measures necessary to protect their Private Information that it maintained on its computer systems, in order to prevent the Data Incident from occurring.

Defendant denies all allegations that its data security practices were improper or insufficient, or that its actions in any way led to the Data Incident. The Court has not determined whether Plaintiff or Defendant are correct. More information about the Class Action Complaint filed in the Lawsuit can be found on the Settlement Website at <<Settlement Website>>.

4. Why is there a Settlement?

On December 5, 2023, the Parties participated in a mediation with the assistance of Hon. Jay C. Gandhi (ret.). Following arms-length negotiations, the Parties negotiated a settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Litigation,

QUESTIONS? CALL <<Settlement TOLL-FREE>> OR VISIT <<SETTLEMENTWEBSITE>>

including all claims Plaintiff and the Settlement Class Members have or may have had against Pinnacle and related persons and entities. Throughout the mediation the Parties engaged in an extensive evaluation and discussion of the relevant facts and law. The Parties agreed to this settlement, and dismissal of the Lawsuit under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representative and Class Counsel, attorneys for the Class Members, believe the terms of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of any wrongdoing by Defendant nor that the Lawsuit is without merit.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

This Lawsuit involves personally identifiable information (“PII”) stored by Pinnacle that was potentially compromised by unauthorized entities in a cyberattack against Pinnacle’s computer systems on December 4, 2022, and which Pinnacle disclosed beginning in June 2023 (“Data Incident”). Current and former employees of Pinnacle whose Private Information was stored on Pinnacle’s computer system and potentially compromised in the Data Incident will be affected by the settlement. Specifically, members of the Settlement Class, defined below, will be affected.

The Settlement Class Representative and Defendant will ask the Court to certify a Settlement Class defined as “all Individuals whose Private Information was compromised or potentially compromised in the Data Incident disclosed by Pinnacle in June 2023.” The Settlement Class specifically excludes: (1) the judge(s) presiding over this Lawsuit and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline; and (4) successors or assigns of any such excluded natural persons.

If the settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then the Litigation will continue.

THE SETTLEMENT BENEFITS

6. What benefits does the settlement provide?

All Settlement Class Members are eligible to receive a cash payment and/or free Credit Monitoring Services. To receive benefits from the settlement, you must complete and return the Claim Form which is available on the Settlement Website at [Settlement Website].

Settlement Benefits for eligible Settlement Class members include: (1) compensation for Out-of-Pocket Losses, up to a total of \$2,000 per person, upon submission of a timely and valid Claim with supporting documentation for Out-of-Pocket Losses incurred as a result of the Data Incident; (2) compensation for up to six (6) hours of Lost Time, at \$40.00/hour (\$240.00 cap), for time spent mitigating the effects of the Data Incident - Claims for Lost Time can be combined with Claims for Out-of-Pocket Losses but are subject to the \$2,000.00 cap; and (3) three (3) years of three-

bureau Credit Monitoring Services which includes identity restoration services and \$1 million in identity theft insurance, provided by [insert] or other comparable provider, regardless of whether the Class Member submits a Claim for reimbursement of Out-of-Pocket Losses or Lost Time. In the alternative to compensation for Out-of-Pocket Losses, Lost Time, and/or Credit Monitoring, Class Members can elect to make a Claim for up to a \$100.00 Alternative Cash Payment. To receive this benefit, Settlement Class Members must submit a timely and valid Claim Form.

6.A. Who May Recover for Out-of-Pocket Losses and Lost Time and for How Much?

- If you are a Class Member and you incurred out-of-pocket costs or expenditures that are supported by Reasonable Documentation. “Out-of-Pocket Losses” must be “a result” of the Data Incident, and such expenses have not already been reimbursed by a third party. These Out-of-Pocket Losses incurred as a result of the Data Incident may include, without limitation, expenses unreimbursed costs associated with fraud or identity theft, including professional fees and fees for credit repair services and miscellaneous expenses, such as (i) notary, (ii) fax, (iii) postage, (iii) copying, (iii) mileage, and (iv) long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or after December 4, 2022.
- For Lost Time spent remedying the issues related to the Data Incident, you may receive compensation for up to six (6) hours at \$40 per hour (\$240.00 cap). You must attest that any claimed Lost Time was spent remedying the issues related to the Data Incident.
- For complete details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>. Claims will be subject to a verification process and will be denied if they do not meet the verification requirements. The Settlement Administrator will post additional information about the payment amount on <<SettlementWebsite>>, if necessary.

6.B. Who may receive three years of Credit Monitoring Services?

- All Class Members are eligible to enroll for three (3) years of three-bureau credit monitoring services, identity restoration services, and \$1 million in identity theft insurance, provided by [insert] or other comparable provider, regardless of whether the Class Member submits a Claim for reimbursement of Out-of-Pocket Losses or Lost Time. However, if a Class Member elects to receive the Alternative Cash Payment, they are not eligible to enroll in the Credit Monitoring Services.
- The Settlement Administrator will make best efforts to send an activation code to each valid Credit Monitoring Services claimant with Approved Claims within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring Services.

6.C. Who May Receive \$100 Alternative Cash Payment?

- In the alternative to compensation for Out-of-Pocket Losses, Lost Time, and Credit Monitoring, Class Members may make a Claim for a cash payment of up to \$100. To receive this benefit, Class Members must submit a valid and timely Claim Form selecting this option, but no documentation is required to make a Claim.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Class Members who want to submit a Claim must fill out and submit a Claim Form online at <<SettlementWebsite>> or by USPS mail. Claim Forms are available through the Settlement Website at <<SettlementWebsite>> or Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before <<ClaimDeadline>>.**

8. When will I get my payment?

The Final Approval Hearing when the Court considers the fairness of the settlement is scheduled for <<ClaimDeadline>>., <<DeadlineTime>>. If the Court approves the settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment within sixty (60) days after: (i) the Effective Date; or (ii) the date when all Claim Forms have been processed subject to the terms and conditions of the Settlement Agreement, whichever date is later.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Turke & Strauss LLP as “Class Counsel.”

Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid from the Settlement Fund. Class Counsel will not seek more than one-third (33.33%) of the Settlement Fund, or \$163,333.33 in attorneys’ fees and up to \$20,000.00 in Litigation costs and expenses. Class Counsel will also request a Service Award of up to \$5,000.00 for the Settlement Class Representative. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

QUESTIONS? CALL <<Settlement TOLL-FREE>> OR VISIT <<SETTLEMENTWEBSITE>>

11. What claims do I give up by participating in this settlement?

If you do not exclude yourself from this settlement, you will not be able to sue the Defendant or any of the Released Parties about the Claims in the settlement and you will be bound by all decisions made by the Court in this case and the terms of the settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at <<SettlementWebsite>> **for all details**. However, you may exclude yourself from this settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by the Settlement Agreement, including, the Released Claims.

“Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that Releasing Parties had, have or may claim now or in the future to have (including but not limited to, assigned claims and any and all “Unknown Claims”) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Incident. The Released Claims include the release of Unknown Claims.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at <<SettlementWebsite>> or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can, talk to your own lawyer at your own expense.

The Released Claims do not include the right of Plaintiff, any Settlement Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will not receive any payment or free Credit Monitoring Services under the settlement. You will be in the Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won’t be able to file a lawsuit or be part of any other lawsuit against Defendant or the Released Parties for any of the claims or legal issues resolved in this settlement.

13. What happens if I ask to be excluded from the settlement?

If you exclude yourself from the settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the settlement. However, you will not be in the Settlement Class and

will not be legally bound by the Court's orders and judgments related to the Class and Defendant in this Lawsuit or the terms of the Settlement Agreement, including the Release.

14. How do I opt-out of the settlement?

You can opt-out of the settlement by submitting a Request for Exclusion to the Settlement Administrator online or postmarked no later than the Opt-Out Deadline. You can get a copy of the Request for Exclusion to opt-out of the settlement from the website [Settlement Website], by calling the Settlement Administrator at [Settlement Administrator Telephone Number] and requesting a Request for Exclusion form be mailed to you, or by submitting a document that includes the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the settlement in the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement. You must submit your Request for Exclusion to the Settlement Administrator either online or by mail postmarked no later than <<ExclusionDeadline>>, to the following address:

Pinnacle Propane Data Incident
c/o Analytics Consulting LLC
[PO BOX ADDRESS]

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant or the Released Parties for the claims being resolved by this settlement.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any settlement payment or free Credit Monitoring Services.

17. How do I object to the settlement?

If you do not exclude yourself from the Class, you can object to the settlement if you do not agree with any part of it. You can also object to Class Counsel' You can give reasons why you think the Court should deny approval of the settlement by filing a written objection. To object, you must file written notice with the Court stating that you object to the settlement in *Fitton v. Pinnacle Propane, LLC*, Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division by <<ObjectionDeadline>>. Your objection must be filed with the Court, which you can

do by mailing your objection and any supporting documents to the United States District Court for the Northern District of Texas, Dallas Division, at the following address:

United States District Court
1100 Commerce Street, Room 1452
Dallas, TX 75242

If you are represented by a lawyer, the lawyer may file your objection through the Court’s e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Fitton v. Pinnacle Propane, LLC*, Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division. Your objection must also include the following information: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant’s lawyers at the addresses listed below, postmarked no later than <<**ObjectionDeadline**>>:

Class Counsel	Defense Counsel
Raina Borrelli TURKE & STRAUSS LLP 613 Williamson Street, Suite 201 Madison, Wisconsin 53703 Telephone: (608) 237-1775 Facsimile: (608) 509-4423 raina@turkestrauss.com	John A. Vogt JONES DAY 3161 Michelson Drive, Suite 800 Irvine, California 92612 Telephone: (949) 553-7516 javogt@jonesday.com

18. What’s the difference between objecting and excluding myself from the settlement?

Objecting means that you are telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object.

THE COURT’S FINAL APPROVAL HEARING

QUESTIONS? CALL <<Settlement TOLL-FREE>> OR VISIT <<SETTLEMENTWEBSITE>>

19. When and where will the Court have the Final Approval Hearing to determine the fairness of the settlement?

The Court will hold the Final Approval Hearing on <<FinalApprovalHearingDateandTime>> at 1100 Commerce St, Dallas, TX 75242. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award payment to the Settlement Class Representative.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, <<SettlementWebsite>>, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at <<SettlementWebsite>>.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT <<SettlementWebsite>>., BY CALLING TOLL-FREE AT, <<SETTLEMENTTOLLFREE NUMBER>> OR WRITING TO:

Pinnacle Propane Data Incident
c/o Analytics Consulting LLC
[PO BOX ADDRESS]

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

QUESTIONS? CALL <<Settlement TOLL-FREE>> OR VISIT <<SETTLEMENTWEBSITE>>

— EXHIBIT C —

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

AMANDA FITTON, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PINNACLE PROPANE, LLC,

Defendant.

Case No. 3:23cv1559

[PROPOSED FINAL JUDGMENT]

[PROPOSED] FINAL JUDGMENT

On [date], the Court [granted] Plaintiff's motion for final approval of the Class Action Settlement with Pinnacle Propane LLC, and Plaintiff's motion for an award of attorneys' fees and expenses and payment of Services Award to the Settlement Class Representative. Dkt. No. ___. Judgment is hereby entered.

IT IS SO ORDERED.

So Ordered this ___ day of ___, 2024.

Honorable Judge

— EXHIBIT D —

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

AMANDA FITTON, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PINNACLE PROPANE, LLC,

Defendant.

Case No. 3:23cv1559

Before the Court is Plaintiff Amanda Fitton’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to Plaintiff (“Motion for Attorneys’ Fees”).

Having reviewed and considered the Stipulation and Settlement Agreement between Plaintiff and Defendant Pinnacle Propane, LLC (“Pinnacle,” and together with Plaintiff, the “Parties”) (the “Settlement Agreement”), Motion for Final Approval, and Motion for Attorneys’ Fees, 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 Order.

WHEREAS, on _____ [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (**Doc. No. __**) which, among other things: (a) conditionally certified this matter as a class action for purposes of the Settlement, (b) appointed Plaintiff as the Settlement Class Representative and

appointed Raina Borrelli of the law firm Turke & Strauss LLP as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court has (i) given an opportunity to be heard to all Settlement Class Members in accordance with the Preliminary Approval Order; (ii) reviewed the submissions presented with respect to the proposed Settlement Agreement; (ii) held the Final Approval Hearing; (iv) determined that the Settlement Agreement is fair, adequate, and reasonable; (v) considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award Payment to the Representative Plaintiff, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

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

3. Unless otherwise indicated, terms in this Final Judgment and Order Approving Class Action Settlement (“Final Approval Order and Judgment”) with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Federal Rules of Civil Procedure (“FRCP”) Rule 23(e)(2), grants final approval of the Settlement, and for purposes of the Settlement and this Final Approval Order and Judgment only, the Court hereby finally certifies the Settlement Class.

5. The Settlement was entered into in good faith following arm’s-length negotiations and is not collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court’s finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

6. The Court affirms and incorporates herein by reference its preliminary conclusions as to the satisfaction of FRCP Rule 23(a) and (b)(3) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of

manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

7. The terms of the Settlement Agreement are fair, reasonable, and adequate, and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for attorneys' fees, costs, and expenses, and the Service Award Payment to the Settlement Class Representative has been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court. Defendant has complied with the requirements of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

8. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

9. The Court finds that Defendant has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

10. As of the Opt-Out deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the

Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment and the Settlement Agreement.

11. [The Court has considered all objections to the Settlement Agreement and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.]

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

13. 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.

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

15. Pursuant to the Settlement Agreement, Pinnacle, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth in the Settlement Agreement.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

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

Upon Final Approval of this Settlement Agreement, Settlement Class members release, acquit, and forever discharge Pinnacle and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insures, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as covered entities associated with the Data Incident (“Released Parties”) from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to any release of Private Information from the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information from the Data Incident (the “Released Claims”), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident.

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

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

20. On the Effective Date and in consideration of the promises and covenants set forth

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

21. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiff.

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

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

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

25. The Court grants final approval to the appointment of Plaintiff Amanda Fitton as Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

26. Pursuant to the Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representative in the amount of \$5,000 as a Service Award Payment. Pinnacle shall make such payment in accordance with the terms of the Settlement Agreement.

27. The Court grants final approval to the appointment of Raina Borrelli of the law firm

Turke & Strauss LLP as Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

28. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees, costs, and expenses in the amount of \$163,333.33 and reasonable costs and expenses of up to \$20,000.. Payment shall be made pursuant to the terms of the Settlement Agreement.

29. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Pinnacle of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Pinnacle or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Pinnacle, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Approval Order and Judgment shall not be construed or admissible as an admission by Pinnacle that Plaintiff's

claims or any similar claims are suitable for class treatment. The terms of the Settlement Agreement terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

30. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Pinnacle will provide compensation to the Settlement Administrator for any amounts already incurred by the Settlement Administrator for costs of notice to the Settlement Class and Settlement administration, and will not, at any time, seek recovery of same from any other Party

to the Action or from counsel to any other Party to the Litigation.

31. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

32. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

33. This Order resolves all claims against all Parties in this action and is a final order.

34. The Action is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated

Hon. Jane J. Boyle

— EXHIBIT E —

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

AMANDA FITTON, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PINNACLE PROPANE, LLC,

Defendant.

Case No. 3:23cv1559

**[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT AGREEMENT**

This matter came before the Court on Plaintiff Amanda Fitton’s (“Plaintiff” or “Class Representative”) Unopposed Motion for Preliminary Approval of Class Settlement Agreement (“Motion”). Plaintiff, individually, and on behalf of the proposed Settlement Class, and Pinnacle Propane. (“Pinnacle” or “Defendant,” and together with Plaintiff, the “Parties”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

On July 13, 2023, Amanda Fitton (“Plaintiff” or “Settlement Class Representative”) filed a Class Action Complaint against the Defendant in the United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:23cv1559 (“Litigation”).

Plaintiff alleged that Pinnacle suffered a ransomware attack on its IT network systems on December 4, 2022, (“Incident”) that resulted in an unauthorized third party accessing files that contained the names, addresses, and Social Security numbers (“Private Information”) of current and former employees of Pinnacle.

Following arms-length negotiations, the Parties negotiated a settlement with the assistance of Hon. Jay C. Gandhi (ret.) at a mediation on December 5, 2023, by which the Parties agree and

hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and Settlement Class Members have or may have had against Pinnacle and related persons and entities, as set forth herein.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.¹ This Order is based on Federal Rule of Civil Procedure 23.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Federal Rules of Civil Procedure Rule 23(a) and the requirements of Rule 23(b)(3), the Court conditionally certifies the Settlement Class in this matter defined as follows:

All Individuals whose Private Information was compromised or potentially compromised in the Data Incident disclosed by Pinnacle in June 2023.

Excluded from the Settlement Class are:

(1) the judge presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Court conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or facts common to the Settlement Class, (3) the claims or defenses of the Class Representative are typical of the claims or defenses of the Settlement Class, (4) the Class Representative and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class, and a

¹ Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

class action provides a fair and efficient method of adjudication of the controversy.

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

Amanda Fitton is hereby designated and appointed as the Class Representative. The Court provisionally finds that the Class Representative is similarly situated to absent Settlement Class Members and therefore typical of the Class and that they will be adequate Class Representative.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: Raina Borrelli of Turke & Strauss LLP.

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

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2024 at _____ o'clock [a.m./p.m.] at 1100 Commerce St, Dallas, TX 75242, to determine, among other things, whether: (a) this matter should be finally certified as a class action pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement Agreement between the Parties should be finally approved; (c) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (d) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (e) Settlement Class Members (except those who have timely and valid requests for

exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (f) Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, and Service Award should be granted; (g) Turke & Strauss LLP, and Kendall Law Group PLLC should be finally appointed as Settlement Class Counsel; and (h) Amanda Fitton should be finally appointed as Class Representative.

Plaintiff's Motion for Final Approval of the Class Action Settlement shall be filed with the Court fourteen (14) days before the date of the final approval hearing, and Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Class Representative shall be filed with the Court at least fourteen (14) Days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement.

6. **Administration.** The Court appoints Analytics Consulting LLC as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Notice and Claims Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement, shall be paid from the Settlement Fund.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Short Form Notice and the Long Notice, which are attached to the Settlement Agreement as **Exhibits A and F**, satisfy the requirements of Federal Rules of Civil Procedure 23(e)(1), the United States Constitution, and other applicable laws, and constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms of the Settlement, provide Settlement Class Members with details regarding how to request exclusion from or to object to the Settlement Agreement, and are hereby approved.

Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and Defendant are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within thirty-five (35) days of the date that Defendant provides a list of Settlement Class Members to the Settlement Administrator (the “Notice Date”), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members by post-card notice or, for those individuals which mail addresses are unknown, any other reasonable means practicable which may include email if email addresses are known.

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 Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class. Specifically, the Notices (both Short Form and Long Form in **Exhibits A and F**) themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to class members and the deadlines for taking action; describe the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the class would receive; disclose the requested Service Award for the Class Representative, as well as the amount that Settlement Class Counsel intends to seek in fees, costs, and expenses; describe procedures for making claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of Settlement Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally,

direct mailing via email and U.S. mail, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Program meets all applicable requirements of law pursuant to Federal Rule of Civil Procedure 23(c), the United States Constitution, and other applicable laws.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must personally sign, and timely submit, complete, and mail a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address in the Notice. To be effective, an Opt-Out Request must be postmarked *no later than the final date of the Opt-Out Period, which is the sixty (60)-Day period beginning upon the Notice Date.*

For the Opt-Out Request to be valid, it must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member

and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

10. **Objections.** A Settlement Class Member who complies with the requirements of the Settlement Agreement may object to the Settlement and to Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award for the Class Representative.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is sent to the Court ***by the Objection Deadline, which is no later than sixty (60) Days after the Notice Date***, as set forth in the Settlement Agreement and as specified in the Notice and must also include all of the information set forth in Paragraph 107 of the Settlement Agreement, which is as follows: (i) the name of the proceedings; (ii) the objector's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement,

will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Claims Process and Settlement Administration.** Class Representative and Defendant have created 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 described in the Settlement Agreement 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 the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing 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 Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a 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 Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her 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 Lawsuit or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval 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 such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such 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 Settlement 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 Preliminary Approval Order include, but are not limited to:

EVENT	DATE
<u>Grant of Preliminary Approval</u>	
Settlement Administrator provides W-9 to Pinnacle	5 days after Preliminary Approval Order
Pinnacle provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval Order
Settlement Website Created	Prior to Notice Date
Notice Date	35 days after Preliminary Approval Order
Class Counsel's Motion for Attorneys' Fee & Expenses and Class Representatives' Service Awards	14 days before Objection and Exclusion Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out/Exclusion Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to Counsel and the Court	10 days after Opt-Out/Exclusion Deadline
Pinnacle deadline to terminate Settlement Agreement (over 2% Opt-Outs)	7 days after Opt-Out list provided
Deadline to file Motion for entry of a Final Approval Order of Settlement	14 days after Claims Deadline
<u>Final Approval Hearing</u>	Scheduled by the court (120 days after Preliminary Approval Order at minimum)
<u>Final Approval</u>	
Effective Date	First day after all are satisfied: Settlement Agreement executed, Preliminary Approval Order entered, Notice provided, Final Approval Order & Final Judgment entered by court and become Final (i.e., 30 days thereafter, or after appeal is complete).
Settlement Administrator to provide status update on Claims	30 days after Effective Date (or 30 days after completion of Claims processing)
Payment of Attorneys' Fees and Expenses Class Representative Service Award	10 days after Effective Date
Settlement Administrator to provide enrollment instructions for Credit Monitoring Services to Class Members who selected this benefits	30 days after Effective Date

Settlement Administrator to pay claims	60 days after Effective date (or the date when all Claims have been processed)
Settlement Website Deactivation	90 days after Effective Date

IT IS SO ORDERED this ____ day of _____, 2024.

— EXHIBIT F —

<p><i>Pinnacle Propane Data Breach</i> c/o Analytics Consulting LLC [PO BOX ADDRESS]</p> <p><i>Fitton v. Pinnacle Propane, LLC</i> Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division</p> <p><u>Court-Approved Legal Notice</u></p> <p>If your personal information was compromised in the Data Security Incident disclosed by Pinnacle Propane, LLC in June 2023, you may be entitled to benefits from a class action settlement.</p> <p><i>A District Court of Texas authorized this Notice.</i></p> <p><i>This is not junk mail, an advertisement, or a solicitation from a lawyer.</i></p> <p>For more information, visit <a href="http://www.<<WebsiteName>>.com">www.<<WebsiteName>>.com or call toll-free 1-XXX-XXX-XXXX.</p>	<hr/> <p>Forwarding Service Requested</p> <p>Postal Service: Please do not mark barcode</p> <p><<RefNum Barcode>> Unique ID: <<RefNum>> <<First Name>> <<Last Name>> <<Address 1>><<Address 2>> <<City>>, <<State>> <<Zip>><<Zip 4>></p>
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IMPORTANT MESSAGE FROM THE COURT: A settlement has been reached in a class action lawsuit concerning Pinnacle Propane LLC (“Defendant”) and a security breach of their IT system (the “Data Security Incident”) that occurred on approximately December 4, 2022, when an unauthorized party accessed or potentially accessed information stored on Defendant’s computer system, including unencrypted and unredacted names, addresses, and Social Security numbers (“Private Information”) of current and former employees of Pinnacle.

Who is Included? The Class includes: All individuals whose Private Information was maintained on Defendant’s computer systems and/or network that was potentially compromised in the Data Security Incident, as confirmed by Defendant’s computer records.

What does the Settlement Provide? Please see the Settlement Agreement for full details. Generally, Class Members are eligible to receive the following relief: This Settlement provides eligible Class Members with (1) compensation for Out-of-Pocket Losses, up to a total of \$2,000 per person who is a member of the Settlement Class, upon submission of a claim and supporting documentation, for unreimbursed monetary losses incurred as a result of the Data Security Incident; (2) compensation for up to six (6) hours of Lost Time, at \$40.00/hour (\$240 cap), for time spent mitigating the effects of the Incident. Claims for Lost Time can be combined with claims for Out-of-Pocket Losses but are subject to the \$2,000.00 cap; and (3) three (3) years of one-bureau Credit Monitoring Services provided by Experian or other comparable provider, –these services include identity restoration services and \$1 million in identity theft insurance. In the alternative to compensation for Out-of-Pocket Losses, Lost Time, or Credit Monitoring, Class Members can elect to make a claim for a \$100 Alternative Cash Payment. To receive this benefit, Class Members must submit a valid claim form, but no documentation is required to make a claim. In the event that the total amount of Approved Claims exceeds the Net Settlement Fund, the Settlement Administrator shall pay Approved Claims for Settlement Benefits in the following order. First, all claims for Credit Monitoring Services shall be paid on Approved Claims. Second, all requests for cash payments in the remaining Approved Claims (i.e., compensation for Out-of-Pocket Losses, Lost Time and Alternative Cash Payments) shall be proportionately reduced on a *pro rata* basis. For complete details, please see the Settlement Agreement, whose terms control, available at <<SettlementWebsite>>. **To be eligible to enroll in Credit Monitoring Services, you must submit a valid and timely Claim Form.**

How To Get Benefits: You must submit a Claim Form, available at <<SettlementWebsite>. The Claim Form must be postmarked or submitted electronically at <<SettlementWebsite> on or before <<ClaimDeadline Date and Time>>. Claims will be subject to a verification process.

Your Other Options. If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Class and be bound to its terms including its Release. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Defendant or related parties arising out of the Data Incident. If you do not want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by <<ExclusionDeadline>>. If you do not exclude yourself, you may object to the Settlement by <<ExclusionDeadline>>. Please see the Settlement Agreement for full details.

The Final Approval Hearing. The Court has scheduled a hearing for <<FinalApprovalDate>>, to decide whether to approve the Settlement; attorneys’ fees, costs, and expenses; service awards; and any objections. You may or your attorney may speak, at your own cost, about your objection at the hearing.

More Information. More information about your rights and options can be found in the Long-Form Notice and Settlement Agreement available at <<SettlementWebsite>>.

Para una notificación en español, visite www.<<SettlementWebsite>>.com.