

**IN THE CIRCUIT COURT FOR  
PUTNAM COUNTY AT  
COOKEVILLE, TENNESSEE**

<p>NIKITA JULIEN, KIMBERLY GARNSEY, MARY ADAMS, and TROY COLLINS, individually, and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>CASH EXPRESS, LLC,</p> <p style="text-align: center;">Defendant</p>	<p>CASE NO. 2022-CV-221</p>  <p style="text-align: center;"><b>JURY TRIAL DEMANDED</b></p>
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**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND  
MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

This matter having come before the Court on November 9, 2023 for a Final Approval Hearing on the Unopposed Motion for Final Approval of the Class Action Settlement between Plaintiffs, Class Representatives, NIKITA JULIEN, KIMBERLY GARNSEY, MARY ADAMS, and TROY COLLINS ("Class Representatives") and Defendant, CASH EXPRESS, LLC ("Cash Express" or "Defendant") under Tenn. R. Civ. P. 23.05, as well as regarding Class Counsels' Motion for Attorneys' Fees, Expenses, and Service Awards to the Class Representatives; and

WHEREAS the Court previously entered the Agreed Order Granting Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") on June 27, 2023; and,

WHEREAS the Court has heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing, if any, and has considered all of the files, records, and proceedings in the lawsuit, the benefits to the Class

Filed 11/9/23  
Time 9:11 AM  
Jennifer Wilkerson, Clerk  
By [Signature] D.C.

Members under the Settlement, and the risks, complexity, expense, and probable duration of further litigation; and being fully advised; the Court grants the motions, as follows:

**IT IS HEREBY ORDERED THAT:**

1. The terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives, Class Members, and Defendant in this case (the "Parties").

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. The Court certifies the following Settlement Class under Tenn. R. Civ. P. 23;

the individuals identified on the Defendant's Settlement Class List whose certain personal information may have been involved in the Data Incident. Excluded from the Settlement Class are: (1) the judge presiding over this Action, and members of his 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, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

5. For purposes of settlement, based on the information provided: the Settlement Class is ascertainable; it consists of roughly 103,000 Settlement Class Members satisfying numerosity; there are common questions of law and fact including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Incident, satisfying commonality; the Class Representatives' claims are typical in that they are members of the Settlement Class and allege that they have been damaged by the same conduct as the other members of the Settlement Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class

predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

6. The Class Representatives and Class Counsel have fairly and adequately represented the interests of the Class Members in connection with the Settlement.

7. The Settlement is the product of good faith, arm's-length negotiations by the Parties and their counsel, without collusion, and the Class Members and Defendant were represented by capable and experienced counsel;

8. The form, content, and method of dissemination of the notice given to members of the Settlement Class were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Due Process.

9. Under Tenn. R. Civ. P. 23.05 the Settlement is fair, reasonable, and adequate, entered into in good faith and without collusion, is in the best interests of the Class, and is approved in all respects.

10. The Court hereby directs the Class Representatives, the Class Members, Class Counsel, Defendant, Defendant's counsel, and the Settlement Administrator to effectuate the Settlement according to its terms. The Settlement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for those benefits as set forth in the Settlement, and the Parties are authorized and directed to implement that distribution.

11. The Court approves the Release as set forth in the Settlement. Upon final approval, the Settlement Class members release, acquit, and forever discharge Defendant and its agents, subsidiaries, parents, and affiliates, and their respective employees, officers, directors, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors,

assigns, insurers (including excess insurers and reinsurers), and/or sureties (“Released Parties”) from any claims, demands, actions, or causes of action that each Class member has, had, or may ever have, now or in the future, known or unknown, arising out of or in any way related to the Incident whether or not those claims, demands, actions, or causes of action have been pleaded or otherwise asserted, including any and all damages, losses, or consequences thereof (“Released Claims”). Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

12. Further, upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from 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), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

13. Plaintiffs’ claims in this action are dismissed with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

14. Further, the Court grants Class Counsel attorneys' fees of one-third (33.33%) of the Settlement Fund, or \$283,333.33, as reasonable, based on the effort and skill of Class Counsel, and grants them litigation expenses of \$12,158.68.

15. Class Representatives are granted Service Awards in the sum of \$4,000.00 each;

16. This Order is a final judgment because it disposes of all claims against all Parties to this lawsuit.

17. The Court reserves jurisdiction over the Settlement and this Settlement Agreement, the Parties to the Settlement, and all matters relating to the administration and enforcement of the Settlement.

18. There is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

IT IS SO ORDERED this 9<sup>th</sup> day of November, 2023.



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The Honorable Judge William T. Ridley  
Thirteenth Judicial District  
Circuit Court of Putnam County

APPROVED FOR ENTRY BY:

/s/ J. Gerard Stranch, IV

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*\*pro hac vice* applications forthcoming

***Counsel for Class Representatives and the  
Class***