UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR** **NOTICE OF PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, NOTICE IS HEREBY GIVEN that, on July 6, 2026, at 10:00 AM, or as soon thereafter as the matter may be heard in Courtroom #5A in the above-entitled Court, located at 401 W Trade St, Charlotte, NC 28202, Representative Plaintiff will apply to this Court for an Order:

1. Granting final approval of the Class Action Settlement Agreement;
2. Awarding Attorneys' Fees and Costs to Class Counsel; and
3. Awarding a Service Award to the Class Representative.

This Motion is based upon this Notice of Motion and Memorandum of Law in Support of Unopposed Motion for Final Approval of Class Action Settlement, the Declaration of Mark Freeman, the Declaration of Jessie Montague of RG/2 Claims Administration LLC, the Declaration of Class Representative Michael Sweat, and the previously filed Motion for Preliminary Approval of Class Action Settlement. This Motion is also based upon the complete files and records of this Action and any oral argument and documentary evidence as may be presented to the Court at the hearing of this Motion.

Dated: June 1, 2026

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that, on June 1, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Mark T. Freeman
Mark T. Freeman, Esq.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR** **[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, Plaintiff Michael Sweat submitted to the Court his Unopposed Motion for Final Approval of Class Action Settlement (the "Motion");

WHEREAS, on March 11, 2026, the Court entered its Order Granting Preliminary Approval of Class Action Settlement, which, inter alia: (1) preliminarily approved the Settlement; (2) provisionally certified the Settlement Class for settlement purposes; (3) appointed Plaintiff Michael Sweat as Class Representative; (4) appointed Scott Edward Cole of Cole & Van Note as Class Counsel; (5) appointed RG/2 Claims Administration LLC ("RG/2") as Settlement Administrator; (6) approved the form and manner of Notice; and (7) scheduled the Final Approval Hearing for July 6, 2026;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order;

WHEREAS, RG/2 established the Settlement Website, administered the notice and claims process, and otherwise performed its duties pursuant to the Settlement Agreement and the Court's Preliminary Approval Order;

WHEREAS, on July 6, 2026, the Court held a Final Approval Hearing to determine whether the Settlement is fair, reasonable, and adequate, and to consider Plaintiff's request for final approval of the Settlement, attorneys' fees and costs, and a service award;

WHEREAS, the Court has reviewed and considered the Motion, the Settlement Agreement, the Declaration of Mark T. Freeman, the Declaration of Jessie Montague of RG/2 Claims Administration LLC, the Declaration of Class Representative Michael Sweat, the files and records in this Action, and all other papers and proceedings herein;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has subject matter jurisdiction over this Action pursuant to 28 U.S.C. § 1332(d)(2), and has personal jurisdiction over the Parties and all Settlement Class Members.

2. This Final Approval Order incorporates the definitions set forth in the Settlement Agreement.

3. The Notice provided to the Settlement Class was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice Program satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules.

4. The Claims Process is fair, reasonable, and adequate, and the Claim Form is written in plain language and is reasonably understandable to Settlement Class Members.

5. The Settlement is in all respects fair, reasonable, and adequate; was negotiated in good faith and at arm's length by experienced counsel; and was reached based on sufficient information to allow the Parties to evaluate their respective claims, defenses, risks, and potential recovery.

6. The Court finds that the Settlement provides meaningful relief to Settlement Class Members while avoiding the substantial risks, costs, delay, and uncertainty of continued litigation.

7. The Court has considered the reaction of the Settlement Class. Based on the information submitted to the Court, no Settlement Class Members have objected to the Settlement, and no Settlement Class Members have requested exclusion from the Settlement.

8. Based on the information presented to the Court, the Notice and Claims process proceeded in accordance with the Settlement Agreement and the Court's Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive Settlement Class

Member Benefits pursuant to the terms of the Settlement Agreement. Settlement Class Members who did not submit a Claim, or whose Claim is determined to be invalid, shall remain bound by the Settlement and the releases set forth therein.

9. Plaintiff Michael Sweat and Class Counsel have fairly and adequately represented the Settlement Class and will continue to protect the interests of the Settlement Class through implementation of the Settlement.

10. Because the Court grants final approval of the Settlement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement Agreement.

11. [No][1] Settlement Class Member has submitted a timely objection to the Settlement Agreement. Therefore, all Settlement Class Members are deemed to have waived any objections to the Settlement Agreement by appeal, collateral attack, or otherwise.

12. As of the final date of the Opt-Out Period, there were [no] Settlement Class Members who submitted opt-out requests to be excluded from the Settlement.

13. The appointment of Michael Sweat as Class Representative is affirmed.

14. The appointment of Scott Edward Cole of Cole & Van Note as Class Counsel is affirmed.

15. The appointment of RG/2 as Settlement Administrator is affirmed.

16. The Court affirms its prior findings that, for settlement purposes only, the Settlement Class satisfies the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3), including numerosity, commonality, typicality, adequacy, predominance, and superiority.

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[1] With respect to paragraphs 11 and 12, the Parties will provide updated objections and opt-outs numbers before the Final Approval Hearing.

17. The Court finally certifies the following Settlement Class for settlement purposes only: All individuals to whom Nucor sent notice relating to the Data Incident and the recipients' personal information. Excluded from the Settlement Class are all persons who timely and validly requested exclusion from the Settlement Class, officers and directors of Nucor and/or related entities, and the members of the judiciary who have presided or are presiding over this matter and their families and staff.

18. Judgment shall be, and hereby is, entered dismissing the Action with prejudice.

19. As of the Effective Date, and in exchange for the relief described in the Settlement Agreement, the Releasing Parties shall be deemed to have fully, finally, and irrevocably released and forever discharged all Released Claims, including Unknown Claims, against all Released Parties, as set forth in the Settlement Agreement.

20. Further, upon the Effective Date, Plaintiff as well as all Settlement Class Members and Releasing Parties, shall either directly, indirectly, representatively, as a member or on behalf of the general public or in any capacity, shall be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement) in which any of the Released Claims are asserted.

21. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel is awarded Attorneys' Fees and Costs in the amount of $100,000. This award shall be paid by Defendant in accordance with the Settlement Agreement and shall not reduce Settlement Class Member Benefits.

22. Class Representative Michael Sweat is awarded a Service Award in the amount of $2,000. This Service Award shall be paid by Defendant in accordance with the Settlement Agreement and shall not reduce Settlement Class Member Benefits.

23. The matter is hereby dismissed with prejudice and without costs, except that the Court retains jurisdiction over this Action, the Parties, the Settlement Class Members, and the Settlement Administrator for purposes of implementing, administering, interpreting, and enforcing the Settlement Agreement and this Final Approval Order.

24. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Final Approval Order and any judgment entered pursuant to it shall be vacated, *nunc pro tunc*.

25. This Final Approval Order resolves all claims against all parties in the lawsuit and is a final order. There being no just reason for delay, the Clerk of Court is directed to enter final judgment pursuant to Federal Rule of Civil Procedure 58.

SO ORDERED. __________, 2026

____
Hon. Max O. Cogburn, Jr.
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR** **PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Pursuant to Federal Rules of Civil Procedure, Rule 23(e)(2), and this Court's March 11, 2026, Order Granting Preliminary Approval of Class Action Settlement ("Prelim. Approval Order," ECF No. 19), Representative Plaintiff Michael Sweat ("Plaintiff") respectfully seeks Final Approval of his Class Action Settlement with Defendant Nucor Corporation ("Defendant").

After this Court granted preliminary approval, Settlement Administrator RG/2 Claims Administration LLC, ("RG/2") successfully disseminated Notice to the Settlement Class, meeting the due process standard. *See* Declaration of Jessie Montague of RG/2 Claims Administration LLC in Support of Final Approval of Settlement ("Montague Decl.") attached as **Exhibit 1**. Importantly, no Settlement Class Members have objected or opted out. Montague Decl. ¶¶ 15-16. This demonstrates support for the Settlement. Counsel will file a supplemental declaration with the Court prior to the Final Approval Hearing to inform the Court whether there are changes to the final number of opt-outs, objections or valid claims.

As discussed below, the proposed Settlement satisfies Federal Rules of Civil Procedure Rule 23(e)(2)'s requirements that a class settlement be fair, reasonable, and adequate. Plaintiff respectfully requests that the Court grant this Motion and issue final approval of the Settlement.[1] Plaintiff and Class Counsel further request that the Court approve a reasonable service award of $2,000 to the Class Representative and an award of attorneys' fees and costs of $100,000.

II. FACTUAL BACKGROUND

On approximately May 13, 2025, Nucor identified a cybersecurity incident involving unauthorized third-party access to certain data contained in information technology systems used

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[1] Unless otherwise indicated, capitalized terms herein shall have the same definition as set forth in the Settlement (ECF No. 15-2).

by Nucor (the "Data Incident"). Nucor immediately took steps to contain, assess, and remediate the incident, including activating its incident response plan, proactively taking potentially affected systems offline, restoring affected data, and implementing other containment, remediation, and recovery measures. Nucor also engaged leading external cybersecurity experts to assist with its investigation and recovery efforts and notified federal law enforcement authorities. The investigation found that between May 3, 2025 and May 13, 2025, an unauthorized third party accessed and acquired certain data stored in the Nucor environment. Nucor determined that some of the data accessed and acquired without authorization likely included private information such as names, dates of birth, Social Security numbers and driver's license numbers. Nucor then undertook a thorough and time-intensive review of that data to confirm that certain personal information was impacted. This review was completed on approximately June 16, 2025. Shortly thereafter, on or about June 24, 2025, Nucor began sending individuals who are now part of the Settlement Class, including Plaintiff, written notice of the incident. In this notice, Nucor offered two years of complimentary credit monitoring.

On July 2, 2025, Plaintiff Michael Sweat filed a Class Action Complaint in the United States District Court for the Western District of North Carolina against Defendant. ECF No. 1. Thereafter, Class Counsel conducted research on how the incident occurred, the type of information involved, the size of the Settlement Class, Nucor's response to the incident and other related issues. *See* Declaration of Mark T. Freeman in Support of Final Approval of Settlement ("Freeman Decl.") attached as **Exhibit 2**.

Following the filing, the Parties began discussing possible early resolution. After months of negotiations, the Parties were able to reach an agreement. ECF No. 15. The Parties executed a settlement agreement dated as of November 4, 2025. ECF No. 15.

III. Settlement Negotiations

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiff refers this Court to and hereby incorporate Plaintiff's Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement filed on November 11, 2025 (ECF No. 15) and the accompanying exhibits. Plaintiff also incorporates Plaintiff's concurrently filed Motion for Approval of Attorneys' Fees, Costs, and Service Awards and supporting memorandum and declaration.

IV. THE SETTLEMENT TERMS

A. The Settlement Class

The proposed Settlement Class is defined as follows:

> "All individuals to whom Nucor sent notice relating to the Data Incident and the recipients' personal information."

Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of Nucor and/or the Related Entities; and (ii) the members of the judiciary who have presided or are presiding over this matter and their families and staff. S.A. ¶¶ 45-46.

B. Compensation to Settlement Class Members

The Settlement was on a claims-made basis in which Settlement Class Members who submitted a Valid Claim can receive reimbursement for various types of documented losses. Settlement Class Members who did not enroll in the two-years of credit monitoring offered by Nucor on its own initiative shortly after the Data Incident were eligible to receive two-years of credit monitoring services upon submission of a Valid Claim, regardless of whether they could establish documented losses. S.A. ¶¶ 51-52. Nucor's obligation to pay Valid Claims for the Settlement Class Member Benefits was capped at $200,000, in the aggregate, for all Settlement

Class Members. If the total amount of otherwise valid claims exceeded $200,000, all valid claims would be reduced *pro rata.* S.A. ¶ 53.

i. Ordinary Losses and Attested Time

Settlement Class Members could submit a claim for Ordinary Losses seeking up to $700 per person for expenses and time expended addressing the Data Incident that were incurred between June 24, 2025 and the Claim Form Deadline. S.A. ¶52(a). Such expenses could include up to three hours of lost time spent remedying issues fairly traceable to the Data Incident at a rate of twenty-five dollars ($25.00) per hour. S.A.¶ 52(a)(iii). Settlement Class Members had to attest that any lost time was spent remedying issues fairly traceable to the Data Incident and submit a short supporting description of those efforts. *Id.*

ii. Extraordinary Losses

Settlement Class Members could also seek to recover for Extraordinary Losses, meaning an actual documented and unreimbursed monetary loss associated with identity theft. Compensation for extraordinary Losses was capped at seven thousand five hundred dollars ($7,500.00) per Settlement Class Member. Settlement Class Members could recover for these losses by submitting a timely and Valid Claim form along with the required documentation proving their entitlement to Extraordinary Losses. S.A. ¶52(b).

C. The Release

In exchange for the Settlement Class Member Benefits provided for under the Settlement, Settlement Class Members will release claims against Nucor and the Released Parties as set forth in the Settlement. The release is tailored to cover the claims that were asserted or that could have been asserted by Settlement Class Members related to the Data Incident. S.A. ¶¶ 49, 92.

D. The Notice and Claim Process

The Parties selected RG/2 as the Settlement Administrator. RG/2 is a nationally recognized and respected claims administrator. All costs of the Class Notice and Settlement Administrator will be paid separately from, and therefore will not reduce, the payments to Settlement Class Members. Freeman Decl. ¶ 19. S.A. ¶ 58. The Notice Program provides for individual notice to Settlement Class Members by direct U.S. Mail. S.A. ¶ 63. The Settlement Administrator sent the direct-mail notices after taking steps to ensure that notice reaches a percentage of the class consistent with due process. As discussed in the Montague Decl., notice reached over 97% of the Class. Montague Decl. ¶ 14.

The Settlement Administrator also established a dedicated Settlement Website that includes a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to the Settlement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. S.A. ¶ 60(c).

The Settlement Administrator also created a toll-free help line so Settlement Class Members can obtain additional Settlement information. S.A. ¶ 60(d).

The timing of the claims process was structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement, compile documents supporting their claim, and decide whether they would like to opt-out or object. Settlement Class Members had until sixty (60) days after the Notice Date to complete and submit their Claim Form to the Settlement Administrator. S.A. ¶ 10. The Claim Form was written in plain language to facilitate Settlement Class Members' ease in completing it. The Settlement Administrator reviewed the Claim Forms and determined they are complete and valid. S.A. ¶ 52.

Settlement Class Members had sixty (60) days from the Notice Date to object to or submit a request for exclusion from the Settlement. S.A. ¶¶ 31-32. Similar to the timing of the claims process, the timing with regard to objections and requests for exclusion was structured to give Settlement Class Members sufficient time to access and review the Settlement documents.

E. Attorneys' Fees, Costs and Service Award

Plaintiff will concurrently file a motion for an award of $100,000 in attorneys' fees and litigation costs. S.A. ¶ 87; Freeman Decl. ¶ 17. Any approved Attorneys' Fees and Cost Award will be paid separately from, and will not reduce, payments to Settlement Class Members. S.A. ¶ 88. Plaintiff will also request a Service Award of $2,000, which will also be paid separately from, and not reduce, payments to Settlement Class Members. S.A. ¶ 86. The Attorneys' Fees and Costs Award and Service Awards were not negotiated until after all material terms of the Settlement were agreed to. S.A. ¶ 89.

V. PRELIMINARY APPROVAL

Plaintiff filed the Motion for Preliminary Approval on November 11, 2025, and the Court entered the Preliminary Approval Order on March 11, 2026. ECF Nos. 15, 19. In the Court's Preliminary Approval Order, the Court found that the Settlement to be fair, reasonable, and adequate and provisionally certified the Class for settlement purposes. ECF No. 19 ¶ 2. The Court also appointed Plaintiff Michael Sweat as Class Representative pursuant to Rule 23(e)(2)(A) and Scott Edward Cole of Cole & Van Note as Class Counsel. *Id.* ¶¶ 2-3. The Court appointed RG/2 as the Claims Administrator and approved the forms of notice. *Id.* ¶ 4. Pursuant to the Preliminary Approval Order, Class Counsel is submitting a separate Motion for Approval of Attorneys' Fees, Costs and Service Award filed concurrently herewith. *Id.* ¶ 9. Lastly, the Court scheduled the Final Approval Hearing for July 6, 2026 at which time the Court will determine whether to certify the Action, approve the Settlement and Settlement Agreement, grant Plaintiff's Motion for Approval of Attorneys' Fees, Costs and Service Award, to dismiss this case with prejudice and to enter the

Final Approval Order and judgment. *Id.* ¶ 28.

VI. ARGUMENT

The Court's approval of class actions settlements is governed by Federal Rule of Civil Procedure 23(e). Approval of a class action settlement is committed to the "sound discretion of the district courts to appraise the reasonableness of particular class-action settlements on a case-by-case basis, in light of the relevant circumstances." *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 663 (E.D.Va. 2001). The primary concern is the "protection of class members whose rights may not have been given adequate consideration during the settlement negotiations." *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991). The court may "limit its proceedings to whatever is necessary to aid it in reaching an informed, just and reasoned decision." *Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir. 1975). If the court concludes that the proposed settlement is "fair, reasonable, and adequate," it will give final approval to the settlement. *In re Red Hat, Inc. Sec. Litig.*, No. 5:04-CV-473-BR(3), 2010 U.S. Dist. LEXIS 68619, at *4 (E.D.N.C. June 11, 2010). The court begins with a "strong initial presumption that the compromise is fair and reasonable." *S.C. Nat. Bank v. Stone*, 139 F.R.D. 335, 339 (D.S.C. 1991).

The Court must decide as to the fairness, reasonableness, and adequacy of the settlement terms. Fed. R. Civ. P. 23(e)(2); Manual for Complex Litigation (Fourth) ("MCL"), § 21.632 (4th ed. 2004). At the preliminary approval stage, the court need only find that the settlement is within "the range of possible approval" and warrants notice being issued to the class. *Horton v. Merrill Lynch, Pierce, Fenner & Smith*, 855 F. Supp. 825, 827 (E.D.N.C. 1994) (citing *In Re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D.Md. 1983)). This first step involves both preliminary certification of the class and an initial assessment of the proposed settlement. *Id.*; *see also* MCL, Sec. 30.41 (3d ed. 1995). It is only after a court has preliminarily approved a settlement, and notice has been provided to the Class, that the court makes a final determination of the fairness, adequacy, and reasonableness of a Settlement.

The Fourth Circuit has recognized that courts strongly favor and encourage settlements. *United States v. Manning Coal Corp*., 977 F.2d 117, 120 (4th Cir. 1992) ("It has long been clear that the law favors settlement."). "This is particularly true in class actions" and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *Six v. LoanCare, LLC*, No. 5:21-cv-00451, 2022 U.S. Dist. LEXIS 202284, at *8 (S.D.W.Va. Nov. 7, 2022) (citing *Sullivan v. DB Invs., Inc*., 667 F.3d 273, 311 (3d Cir. 2011) and *In re PaineWebber Ltd. P'ships Litig.*, 147 F.3d 132, 138 (2d Cir. 1998) (noting the "strong judicial policy in favor of settlements, particularly in the class action context")). Plaintiff now asks this Court to grant final approval of the proposed Settlement as fair, adequate, and reasonable so that Plaintiff and Settlement Class Members may begin to realize the monetary and non-monetary benefits of the Settlement.

A. The Notice Program Satisfies Rule 23 and Due Process

To satisfy due process, notice to class members must be the best practicable and reasonably calculated under all the circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. Fed. R. Civ. P. 23(e); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Notice provided to the class must be sufficient to allow class members "a full and fair opportunity to consider the proposed decree and develop a response." *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). While individual notice should be provided where class members can be located and identified through reasonable effort, notice may also be provided by U.S. Mail, electronic, or other appropriate means. Fed. R. Civ. P. 23(c)(2)(B). Under Rule 23(c)(2)(B),

> [t]he notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Here, the direct mail Notice of Settlement is the gold standard and is consistent with notice programs approved by other courts. *Domonoske v. Bank of Am., N.A.*, 790 F. Supp. 2d 466, 472 (W.D.Va. 2011) (approving notice where individual direct notice mailed by fourth-class mail and settlement website and toll-free number established); *Smith v. Res-Care, Inc.*, No. 3:13-5211, 2015 U.S. Dist. LEXIS 145266, at *11 (S.D. W. Va. Oct. 27, 2015) (approving notice where individual direct notice mailed and settlement website and toll-free number established); *Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D.Md. 2014) (finding direct mail Notice to each class members' last known address—and a second notice if the first was undeliverable—was the best practicable and satisfied notice requirements). The content of the Notice provided adequately informed Settlement Class Members of the nature of the Action, the definition of the class, the claims at issue, the ability of a class member to object or exclude themselves, and/or enter an appearance through an attorney, that the court will exclude any class member who requests exclusion, and the binding effect of final approval and class judgment. The Notice utilized clear and concise language that is easy to understand, and the Notice was organized in a way that allowed Settlement Class Members to easily find any section that they may be looking for. Thus, it was substantively adequate.

Moreover, RG/2—with the assistance of the Parties—has taken all necessary measures to ensure notice reached as many of the Settlement Class Members as possible. The Settlement Administrator sent the Notices by first class mail to all Class Members at their last known addresses, updated using the National Change of Address ("NCOA") Database. Montague Decl. ¶

8. When Notices were returned by the post office, the claims administrator researched further, performed "skip traces" and then, when possible, re-mailed those Notices to better mailing addresses. Montague Decl. ¶ 14. The Claims Deadline is June 9, 2026. To date, no Settlement Class Members have opted out or objected. Montague Decl. ¶¶ 15-16.

B. The Settlement Class Continues to Merit Certification

As Plaintiff set forth in his Motion for Preliminary Approval, the proposed Settlement Class satisfies all of the requirements of Rule 23. Fed. R. Civ. P. 23(a), (b)(3). The Court preliminarily certified the Settlement Class in its Preliminary Approval Order. ECF No. 19. Nothing has occurred that would change the Court's previous determination that Plaintiff satisfies the requirements under Rule 23. Specifically, the Settlement Class still meets the requirements of numerosity, commonality, typicality, adequacy of representation, predominance and superiority. *See In re Cap. One Consumer Data Sec. Breach Litig.*, No. 1:19-md-2915 (AJT/JFA), 2022 U.S. Dist. LEXIS 234943, at *12 (E.D. Va. Sep. 13, 2022) (granting final approval after noting that "[n]othing has occurred that would alter the Court's initial determination"). Thus, the Court should finally certify the Settlement Class.

C. The Settlement is Fair, Reasonable, and Adequate and Should be Approved

To determine Final Approval, the Fourth Circuit has "adopted a bifurcated analysis, separating factors relating to the 'fairness' of the settlement from those relating to its 'adequacy.'" *Horton*, 855 F. Supp. at 828. Fairness focuses on whether the proposed settlement was the product of good faith bargaining at arm's length, free from collusion. *Jiffy Lube*, 927 F.2d at 159. Adequacy "focuses on whether the consideration provided to the class members is sufficient." *Beaulieu v. EQ Indus. Servs., Inc.*, No. 5:06-CV-400-BR ALL, 2009 U.S. Dist. LEXIS 133023, at *68-69 (E.D.N.C. Apr. 20, 2009). The proposed settlement is "not to be judged against a hypothetical or speculative measure of what might have been achieved by negotiators" in the best of all possible deals. *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (affirming district court's final approval of class settlement). The Fourth Circuit's fairness and adequacy analysis is commonly referred to as the *Jiffy Lube* factors, which are addressed in turn below.

i. The Settlement Terms Meet the *Jiffy Lube* Fairness Requirement

The Fourth Circuit has four factors that a court should consider in concluding whether a proposed settlement agreement is fair and reached in good faith and without collusion: (1) the posture of the case at the time it settled; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the relevant experience of counsel. *Beaulieu*, 2009 U.S. Dist. LEXIS at *70 (citing *Jiffy Lube*, 927 F.2d at 158–59; *Horton*, 855 F. Supp. at 828). "A proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms' length negotiations." *Harris v. McCrackin*, Nos. 2:03-3845-23, 2:03-3943-23, 2:04-2314-23, 2006 U.S. Dist. LEXIS 46518, at *26 (D.S.C. July 10, 2006); *ADESSO Homeowners' Ass'n v. Holder Properties, Inc.*, No. 3:16-cv-710-JFA, 2017 U.S. Dist. LEXIS 224941, at *33 (D.S.C. May 23, 2017) ("[A] proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms' length negotiations."). This presumption is applicable here.

This is a promising time for settlement, as the Parties can direct their resources towards a possible settlement, as opposed to lengthy and expensive formal discovery and protracted litigation. Before agreeing to the Settlement, Class Counsel investigated the claims and defenses, and the Parties exchanged information relevant to the Data Incident and settlement value. Freeman Decl. ¶¶ 4-5, 14.

The Settlement arose as the result of protracted, arm's length negotiations between highly experienced attorneys who are familiar with class action litigation—and data breach class actions in particular—and with the legal and factual issues in these cases. Freeman Decl. ¶¶ 4-6. Throughout all negotiations, Class Counsel and counsel for Defendant zealously fought for the interests of their clients. There was no collusion. *See Six*, 2022 U.S. Dist. LEXIS at *6 ("Absent evidence to the contrary, the Court should presume that settlement negotiations were conducted in good faith and that the resulting agreement was reached without collusion.").

ii.The Settlement Terms Meet the *Jiffy Lube* Adequacy Requirement

In analyzing the adequacy of a proposed settlement, the Court should consider the following *Jiffy Lube* factors: (1) the relative strength of the case on the merits; (2) any difficulties of proof or strong defenses the plaintiff and class would likely encounter if the case were to go to trial; (3) the expected duration and expense of additional litigation; (4) the solvency of the defendants and the probability of recovery on a litigated judgment; and (5) and the degree of opposition to the proposed settlement. *Beaulieu*, 2009 U.S. Dist. LEXIS at *70 (*citing Jiffy Lube*, 927 F.2d at 158; Horton, 855 F. Supp. at 829–30).

(a) The Relative Strength of the Case on the Merits, the Risks of Trial, and the Expense of Additional Litigation Weigh in Favor of Final Approval

By their very nature—uncertainties of outcome, difficulties of proof, and lengthy duration—class actions readily lend themselves to compromise. *S.C. Nat. Bank*, 749 F. Supp. at 1423 (D. S.C. 1990) (noting that settlement spares litigants the uncertainty, delay, and expense of a trial and appeals while simultaneously reducing the burden on judicial resources). Here, the first three *Jiffy Lube* factors are closely related, and weigh in favor of final approval of the proposed settlement. The value achieved through the Settlement Agreement is guaranteed, where chances of prevailing on the merits are uncertain. While Plaintiff believes his case is strong, there would be substantial risk in litigating the case. Data breach cases are, by nature, especially complex, risky and expensive. *See, e.g.*, *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D.Colo. Dec. 16, 2019) ("Data breach cases ... are particularly risky, expensive, and complex. . . . This field of litigation is evolving; there is no guarantee of the ultimate result."). This case is no exception. It involves about 3,000 class members, complicated and technical facts, and a motivated Defendant.

There are numerous substantial hurdles Plaintiff would have to overcome before the Court might find a trial appropriate, including a motion to dismiss, class certification, and summary judgment. Like any complex class actions, data breach cases are challenging and time consuming to litigate, particularly here, where Defendant disputes Plaintiff's allegations and denies that it is liable for any harm caused to Plaintiff from the Data Incident. Defendant has indicated it will vigorously defend the case. Thus, despite Plaintiff's confidence in the strength of this case, numerous legal issues and factual disputes exist that undermine the certainty of a more favorable outcome for the Settlement Class.

Rather than face this risk and uncertainty, the Settlement allows for Settlement Class Members to obtain benefits within the near future—as opposed to potentially waiting for years—and eliminates the possibility of receiving no benefits. *In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D.Pa. 2014) ("[I]f the parties were to continue to litigate this case, further proceedings would be complex, expensive and lengthy, with contested issues of law and fact. . . . That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval."). Resolution in the near-term also mitigates harm that the Settlement Class Members may have suffered by providing access to credit monitoring benefits in the near-term, rather than after prolonged litigation.

Litigating this case to a favorable conclusion will require a considerable amount of time and resources and weighs in favor of accepting the Settlement now. *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D.Ill. 2010) ("Even if Plaintiffs were to succeed on the merits at some future date, a future victory is not as valuable as a present victory. Continued litigation carries with it a decrease in the time value of money, for '[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.'") (internal citation omitted).

Here, the Settlement provides immediate benefits to Settlement Class Members, including reimbursement of documented ordinary losses up to $700 per person, reimbursement of documented extraordinary losses up to $7,500 per claimant, and twenty-four months of credit monitoring services for Settlement Class Members who did not enroll in the credit monitoring previously offered by Nucor after the Data Incident. Freeman Decl. ¶ 8. These benefits are subject to the Settlement's overall aggregate cap on Settlement Class Member Benefits, but they nevertheless represent a meaningful recovery because they provide Settlement Class Members with compensation for documented out-of-pocket losses, time spent addressing issues fairly traceable to the Data Incident, extraordinary losses associated with identity theft, and prospective identity-protection services. The Settlement therefore provides relief tailored to the potential harms alleged in this Action while avoiding the substantial risks, uncertainty, duration, and expense of continued litigation. Accordingly, the Settlement weighs strongly in favor of final approval.

(b) Lack of Opposition to the Proposed Settlement

The reaction of the Settlement Class to the proposed Settlement has been positive. As of May 22, 2026, RG/2 has received no exclusion requests. Montague Decl. ¶ 15. Moreover, RG/2 has received no objections to the Settlement. *Id.* ¶ 16. The absence of any objections or requests for exclusion satisfies the adequacy requirement. *Skochin v. Genworth Fin., Inc.*, Civil Action No.

3:19cv49, 2020 U.S. Dist. LEXIS 207925, at *42 (E.D.Va. Nov. 5, 2020) (holding the proposed settlement satisfied the adequacy requirement even with 191 opt outs and 32 objections out of class of 207). "It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members." *West v. Continental Automotive, Inc.*, Docket No. 3:16-cv-00502-FDW-DSC, 2018 WL 1146642, at *6 (W.D.N.C. Feb. 5, 2018) (quoting *National Rural Telecom. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D.Cal. 2004). The presumption in favor of Final Approval applies here with no objection to or opt-outs from the Settlement.

As of the date of this Motion, the claims rate in this case is approximately 1%, a typical result for a data breach case. Still, the fact that only a modest number of Settlement Class Members have taken advantage of the benefits offered under the Settlement does not render the Settlement unfair. *See Lagarde v. Support.com, Inc.*, No. C12-0609-JSC, 2013 U.S.Dist. LEXIS 42725 (N.D.Cal Mar. 25, 2013) (analyzing settlement with 0.17% claims rate; subsequent approval granted on May 13, 2013); *In re Apple iPhone 4 Prods. Liab. Litig.*, No. 5:10-md-2188-RMW, 2012 U.S.Dist. LEXIS 113876 at *2 (N.D.Cal. Aug. 10, 2012) (finding settlement fair and adequate despite a claim rate between 0.16% and 0.28% for a $15 cash payment).) The overwhelming majority of the Settlement Class received Notice of the Settlement. Class Counsel has no way to further incentivize Settlement Class Members to make claims, other than to make these amounts available if they do make claims. The best Class Counsel can do is make available an amount to those who believe they have claims and to make that claims/collection process simple. That process occurred in this case. Put another way, the Settlement is a complete success because it created a process to compensate those Settlement Class Members who, in fact, suffered actual damages.

Accordingly, the Settlement satisfies the *Jiffy Lube* test for fairness and adequacy, and the Settlement should therefore be finally approved by the Court.

VII. CONCLUSION

Plaintiff respectfully requests the Court enter the proposed order granting final approval and certifying the Settlement Class for settlement purposes only.

Dated: June 1, 2026

Respectfully Submitted,

/s/ Mark T. Freeman
Mark T. Freeman*
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sec@colevannote.com
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jrr@rhinelawfirm.com
ras@rhinelawfirm.com

Attorneys for Representative Plaintiff and the Plaintiff Class

*Admitted *Pro Hac Vice*

CERTIFICATE RE: USE OF ARTIFICIAL INTELLIGENCE

I hereby certify that: (1) no artificial intelligence was employed in doing the research for the preparation of this document, with the exception of such artificial intelligence embedded in the standard on-line legal research sources Westlaw, Lexis, FastCase, and Bloomberg; and (2) every statement and every citation to an authority contained in this document has been checked by an attorney in this case and/or a paralegal working at his direction as to the accuracy of the proposition for which it is offered, and the citation to authority provided.

/s/ Mark T. Freeman
Mark T. Freeman, Esq.

CERTIFICATE OF SERVICE

I hereby certify that, on June 1, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Mark T. Freeman
Mark T. Freeman, Esq.

EXHIBIT 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR**

DECLARATION OF JESSIE T. MONTAGUE

1. My name is Jessie T. Montague, and I am over the age of eighteen (18) years. I make this declaration under the penalty of perjury, freely and voluntarily, under no coercion, threat, or intimidation, and without promise of benefit or reward, based on my own personal knowledge. If called to testify, I could and would testify consistent with the matters stated herein.

2. I am the Senior Project Manager for RG/2 Claims Administration LLC ("RG/2 Claims"), whose address is 30 South 17th Street, Philadelphia, PA 19103, the independent third-party settlement administrator retained as Settlement Administrator to handle various settlement administration activities in the above-referenced matter, including, but not limited to, mailing of settlement notification to Class Members, Claim Form collection and review, claimant correspondence, and distribution.

3. RG/2 Claims is a full-service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2 Claims' experience includes the provision of notice and administration services for settlements arising from antitrust, data security breach, consumer, civil rights, employment, negligent disclosure, and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in excess of $2 billion in class action settlement proceeds.

4. I have been actively involved and responsible for handling the administration of the settlement of the above-referenced matter.

5. RG/2 Claims was retained as the Settlement Administrator to, among other tasks, a) prepare, print and mail Notices to Settlement Class Members; b) create and maintain the Settlement website; c) maintain a toll-free help line; d) prepare weekly activity reports; e) handle inquiries from and correspondence to Settlement Class Members; f) re-mail Notices; g) skip-trace undeliverable addresses; h) receive and process Claim Forms; i) receive and track Opt-Outs and Objections; j) review reasonable documentation; k) calculate and issue Settlement Class Member benefits to Settlement Class Members with Valid Claims; and l) conduct such other tasks as the Parties mutually agree or the Court orders RG/2 Claims to perform.

6. On behalf of Plaintiffs and Defendant Nucor Corporation, RG/2 Claims provided notice of the proposed Settlement pursuant to the Class Action Fairness Act (the "CAFA Notice"). In particular, on November 17, 2025, RG/2 Claims caused to be served by Federal Express, or Certified Return Receipt Requested First-Class mail, the CAFA Notice, and the documents required under 28 U.S.C. § 1715(b)(1)-(8) to the United States Attorney General and 40 State and State Territory Attorneys General. A copy of the Notice of Proposed Settlement, excluding its exhibits, is attached hereto as "**Exhibit A**."

7. On or about November 25, 2025, RG/2 Claims received from Defendant's counsel an electronic file containing the names and known contact information for the individuals identified as Settlement Class Members. RG/2 Claims reviewed the electronic file and determined there were 2,396 unique Settlement Class Members.

8. On April 10, 2026, RG/2 Claims caused to be served by First Class U.S. Mail the Postcard Notice to individuals identified as Settlement Class Members. A true and correct copy of the Postcard Notice is attached hereto as "**Exhibit B**".

9. Prior to mailing the Postcard Notices, and in order to provide the best notice practicable and locate the most recent addresses for Settlement Class Members, RG/2 Claims processed the Settlement Class List of 2,396 names and addresses received through the United States Postal Service's ("USPS")

National Change of Address database ("NCOA") and updated the data with corrected information.

10. On or about April 9, 2026, RG/2 Claims made available the Settlement Website at www.nucor-datasettlement.com. The website includes the following:

a. The "Homepage" contains a brief summary of the Settlement and advises the Class of their rights under the Settlement. A copy of the Homepage is attached hereto as "**Exhibit C.**"

b. The "Court Documents" page contains PDF copies of the Class Action Complaint, Class Action Settlement Agreement and Release, Memorandum in Support of Unopposed Motion for Preliminary Approval of the Class Action Settlement and the Order Granting Preliminary Approval of Class Action Settlement.

c. The "Notice and Claim Form" page contains PDF copies of the Notice of Class Action and Proposed Settlement, Settlement Class Member Claim Form and a link to the online claim filing portal for Settlement Class Members to use a login and password to submit the claim electronically.

d. The "File a Claim" page includes a link to a secure portal where Settlement Class Members can log in using the login and password from the Notice to submit the claim form electronically.

e. The "Contact Us" page contains the contact information of the Settlement Administrator and Class Counsel.

f. As of May 22, 2026, the settlement website was viewed 195 times by 192 unique users.

11. On April 10, 2026, RG/2 Claims also made available the toll-free number 1(866)-742-4955 for Class Members to receive additional information about the Settlement, ask questions about the Settlement, and request that a Postcard Notice, Long Form Notice or Claim Form be mailed to them. As of May 22, 2026, RG/2 Claims has received 4 calls from Settlement Class Members.

12. RG/2 Claims established and monitored a settlement inbox, NucorDataSettlement@rg2claims.com, where Settlement Class Members could, and may still, learn more

about the settlement, ask questions about the Settlement and request to have a Long Form Notice and Claim Form mailed directly to them and submit a Claim Form. As of May 22, 2026, RG/2 Claims has received 13 emails regarding the Settlement.

13. RG/2 Claims also made available Post Office Box 59479 in Philadelphia, PA 19102-9479 to receive and process returned Notices, Claim Forms, Opt Outs, and Objections.

14. As of May 22, 2026, the USPS returned 198 Postcard Notices as undeliverable. Of the Postcard Notices returned, 16 included a forwarding address provided by the USPS, and RG/2 Claims promptly mailed a new Postcard Notice to those Settlement Class Members. For the remaining 182 Postcard Notices, RG/2 Claims performed extensive skip-trace procedures and was able to locate updated addresses for 145 Settlement Class Members. A total of 37 Postcard Notices remain undeliverable, thus less than 2% of the Notices sent have been deemed unsuccessfully delivered. RG/2 believes that the Notice Program reached over 97% of Settlement Class Members through direct mail Notice.

15. The Postcard Notice informed Settlement Class Members of, among other things, their right to Opt-Out and not participate in the Settlement, provided the request is postmarked by June 9, 2026. As of May 22, 2026, RG/2 Claims has not received or been advised of any Opt-Out requests.

16. The Postcard Notice also informed Settlement Class Members of their right to object to the Settlement provided the request is postmarked by June 9, 2026. To date, RG/2 Claims has not received or been advised of any objections to the Settlement.

17. The Postcard Notice informed Settlement Class Members of their right to file a claim to receive, reimbursement for documented out-of-pocket expenses or monetary losses, extraordinary expenses, lost time as a result of the Data Incident, and twenty-four (24) months of credit monitoring services for those who did not previously enroll. The deadline to submit a Claim Form to receive settlement benefits is June 9, 2026. As of May 22, 2026, RG/2 Claims has received and processed 27 Claim Forms. As the deadline to file a claim has not passed RG/2 Claims anticipates that additional claim forms will be received a before the June 9, 2026 Claims Deadline.

I, Jessie Montague, declare under penalty of perjury that the foregoing is true and correct. Executed this 27th day of May 2026, at Philadelphia, Pennsylvania.

Jessie Montague

Jessie T. Montague

EXHIBIT A

November 17, 2025

Via «Via_Mail»

«First» «Last», «Esquire»
«Title»
«Street_1»
«Street2»
«City», «State1» «Zip»

Re: *Sweat et al. v. Nucor Corporation.*
Case No. 3:25-cv-00478-MOC-SCR
United States District Court, Western District of North Carolina
Notice of Proposed Settlement under the Class Action Fairness Act (CAFA)

To «First» «Last», Esq.:

RG2 Claims Administration LLC is the independent third-party Administrator in the above referenced class action lawsuit that is pending before the Honorable Max O. Cogburn, Jr., in the United States District Court for the Western District of North Carolina (the "Action"). Arnold & Porter, Kaye, Scholer, LLP represents defendant Nucor Corporation ("Nucor").

Pursuant to the Class Action Fairness Act of 2025 (specifically 28 U.S.C. § 1715), this letter is to advise you that plaintiff Michael Sweat filed a Motion for Preliminary Approval of a Class Action Settlement in connection with the Action on November 6, 2025. The hearing on the motion for preliminary approval has not been scheduled at the time of this CAFA mailing. This CAFA notice is being provided as soon as practicable after resolution of the class member list and more than ninety (90) days before any final approval hearing in the matter.

Nucor denies any wrongdoing or liability whatsoever but has decided to settle the Action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the documents referenced below are included on the CD that accompanies this letter.

1. *28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:* A copy of the Class Action Complaint is included on the enclosed CD as **Exhibit 1**.

2. *28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:* As of the date of this letter, the Court has not yet scheduled a final fairness hearing in this Action. A copy of the Motion for Preliminary Approval requesting the Court to preliminarily approve the proposed Class Action Settlement is attached as **Exhibit 2**.

3. *28 U.S.C. § 1715(b)(3) – Notification to Class Members:* Copies of the Long Form Notice, Postcard Notice, and the Claim Form are included on the enclosed CD as **Exhibit 3.**

New York, NY • Philadelphia, PA • Dover, DE • Atlanta, GA • San Francisco, CA
www.RG2CLAIMS.com
Toll Free 866-742-4955

4. *28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:* A copy of the Settlement Agreement is included on the enclosed CD as **Exhibit 4.**

5. *28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:* As of the date of this agreement, no other settlement or agreement has been entered into by the Parties to this Action, either directly or by and through their respective counsel.

6. *28 U.S.C. § 1715(b)(6) – Final Judgment:* No Final Judgment has been reached as of the date of this letter, nor have any notices of dismissal been entered at this time.

7. *28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members*: A copy of the names and states of residence for the putative Settlement Class Members is included on the enclosed CD as **Exhibit 5.** Due to the nature of the claims process contemplated by the proposed settlement, it is not feasible to estimate the proportion of the settlement benefits to be paid to the residents of a particular state.

8. *28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:* As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time.

If you have questions about this notice, the lawsuit, or the enclosed materials, please contact Daniel E. Raymond at 312-583-2379 (counsel for Defendant Nucor Corporation) or RG/2 Claims Administration LLC at 215-979-1620.

Sincerely,

RG/2 Claims Administration LLC

EXHIBIT B

LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA

Because Nucor Corporation notified you of a Data Incident discovered around May 13, 2025, you could get benefits from a class action settlement.

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

Nucor Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
MAG

NUMERIC EQUIVALENT

Postal Service: Please do not mark barcode

Login: «Login»
Password: «Password»

‹‹FirstName››‹‹MiddleName››‹‹LastName››
‹‹Address1››
‹‹Address2››
‹‹City››, ‹‹State›› ‹‹Zip››
‹‹Country››

BLIND PERF DOES NOT PRINT

This Notice contains information about a proposed class action settlement with Nucor Corporation ("Nucor"). More information can be found at www.nucor-datasettlement.com or by calling toll-free at 1-866-742-4955, or email at NucorDataSettlement@rg2claims.com. Your rights may be affected whether you act or don't act.

What is this Notice for? This Notice is being sent to inform you that a settlement has been reached in the lawsuit, *Sweat v. Nucor Corporation*, Case No. 3:25-cv-00478, pending in the United States District Court for the Western District of North Carolina. The lawsuit arises out of a third party's unauthorized acquisition of certain electronic files of Nucor's that contained certain personal information (the "Data Incident"). In June of 2025, Nucor began sending individuals who were potentially affected by the Data Incident written notice and provided, as an added precaution, a two-year subscription to Equifax's Complete Premier service at no cost. Nucor denies any wrongdoing and liability in connection with the allegations in the lawsuit. This class settlement has been preliminarily approved.

Who is included? Class Members include all individuals to whom Nucor sent notice in or around June 2025 relating to the Data Incident and the recipients' personal information. Excluded from the Settlement Class are all those persons who submit timely and valid requests for exclusion from the Settlement Class.

What are my options? You can file a claim to receive settlement benefits, do nothing, exclude yourself from the Settlement, or object to the Settlement. To file a claim to receive settlement benefits go to www.nucor-datasettlement.com and submit a Claim Form either electronically or postmarked no later than **June 9, 2026**. To object to or exclude yourself from the Settlement, go to www.nucor-datasettlement.com and follow the directions to do so no later than **June 9, 2026**. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and the release contained in the Settlement between the parties in the lawsuit, even if you do not file a claim. You will be considered a member of the Settlement Class unless you timely exclude yourself from the settlement (*i.e.*, "opt-out").

Carefully separate this Address Change Form at the perforation. Only complete to provide the administrator an updated address. This is not a claim form.

Name: ____

Current Address: ____

What can I get? Under the proposed Settlement, Class Members who submit a Valid Claim by **June 9, 2026,** are entitled to:

1) Reimbursement: if you incurred certain expenses after the Data Incident, you may be entitled to a cash payment. To receive reimbursement you must submit a Valid Claim and attest under penalty of perjury that the expenses are fairly traceable to the Data Incident. These expenses include (a) up to three (3) hours of lost time spent remedying issues fairly traceable to the Data Incident (calculated at $25.00 per hour), (b) documented out-of-pocket expenses or monetary loss (up to $700 per Class Member for ordinary expenses), and (c) documented extraordinary expenses (up to $7,500 per Class Member), as outlined in the Settlement (available on the settlement website, at www.nucor-datasettlement.com).

2) Twenty-Four Months of Credit Monitoring: If you did not previously enroll in the complimentary credit monitoring program, as part of the settlement, Nucor is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

How do I file a claim? Class Members may submit a claim online using the login and password below at www.nucor-datasettlement.com or via mail to the Nucor Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479. You can also request a claim form by mail by returning the Address Change Form attached.

Login: «Login» Password: «Password»

What happens next? The Court will hold a Final Approval Hearing to decide whether the Settlement is fair, reasonable, and adequate. You or (at your own cost) your attorney may ask permission to speak at the hearing. Please check www.nucor-datasettlement.com for updates on the hearing.

How do I get more information? If you wish to file a claim, object, or exclude yourself from the Settlement, you must follow the procedures outlined on the Settlement Website www.nucor-datasettlement.com. **Please do not contact the Court Clerk, the Judge, Nucor's Counsel, or Nucor; they are not in a position to give you any advice about the Settlement.**

BLIND PERF DOES NOT PRINT

PLACE
STAMP
HERE

NUCOR SETTLEMENT
C/O RG/2 CLAIMS ADMINISTRATION LLC
PO BOX 59479
PHILADELPHIA PA 19102-9479

EXHIBIT C

SWEAT V. NUCOR CORPORATION

Case No. 3:25-cv-00478

If Nucor Corporation notified you of a Data Incident discovered around May 13, 2025, you may be eligible for benefits from a class action settlement.

A class action settlement has been reached in the case of *Sweat v. Nucor Corporation,* Case No. 3:25-cv-00478, pending in the United States District Court for the Western District of North Carolina. The Court preliminarily approved this settlement (the "Settlement") and, by agreement of the parties to the lawsuit (the "Parties"), certified this lawsuit to proceed as a class action for settlement purposes only.

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit arises out of a third party's unauthorized acquisition of certain files of Nucor Corporation's ("Nucor" or "Defendant") that contained certain personal information discovered by Nucor around May 13, 2025 (the "Data Incident"). On approximately May 13, 2025, Nucor identified a cybersecurity incident involving unauthorized third party access to certain data contained in information technology systems used by Nucor. Nucor immediately took steps to contain, assess, and remediate the incident, including activating its incident response plan, proactively taking potentially affected systems offline, restoring affected data, and implementing other containment, remediation, and recovery measures. Nucor also engaged leading external cybersecurity experts to assist with its investigation and recovery efforts and notified federal law enforcement authorities. The investigation found that between May 3, 2025 and May 13, 2025, an unauthorized third party accessed and acquired certain data stored in the Nucor environment. Nucor determined that some of the data accessed and acquired without authorization likely included personal information. Nucor then undertook a thorough and time-intensive review of that data to confirm that certain personal information was impacted. This review was completed on approximately June 16, 2025. Shortly thereafter, on or about June 24, 2025, Nucor began sending individuals who were potentially impacted by the incident written notice of the Data Incident. In the written notice, and as an added precaution, Nucor offered Plaintiff and the Settlement Class a two-year subscription to Equifax's Complete Premier credit monitoring service at no cost. Nucor denies wrongdoing and liability in connection with the allegations in the lawsuit.

WHO'S INCLUDED?

If you received notice from Nucor in or around June 2025 related to the Data Incident and your personal information, then you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of Nucor and/or the Related Entities; and (ii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

WHAT DOES THE SETTLEMENT PROVIDE?

Documented out-of-pocket expense reimbursement: All Settlement Class Members are eligible for reimbursement for documented unreimbursed out-of-pocket expenses, provided they are fairly traceable to the Data Incident and do not exceed $700.00 total per Settlement Class Member.

Lost time reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to three (3) hours of lost time spent remedying issues fairly traceable to the Data Incident (calculated at $25.00 per hour), but only if the Settlement Class Member attests that any claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident; and (ii) provides a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident ("Lost

Time"). Claims made for Lost Time can be combined with reimbursement for the above-referenced Out-Of-Pocket Expenses, and are subject to the same total aggregate cap of $700.00 per Settlement Class Member.

Documented extraordinary out-of-pocket expense reimbursement: Settlement Class Members can also receive reimbursement for any documented extraordinary monetary out-of-pocket losses up to $7,500,00 per Settlement Class Member, to the extent not already covered by Out-of-Pocket Expenses if they establish that their identity was stolen as a result of the Data Incident. Settlement Class Members must provide sufficient documentary proof that their identity was stolen as a result of the Data Incident to be eligible for unreimbursed extraordinary out-of-pocket expenses.

Credit monitoring services for those who did not enroll previously: As a precaution, in June of 2025 Nucor offered all those who received notice of the Data Incident a two-year subscription to Equifax's Complete Premier service at no cost. If you did not enroll, as part of the Settlement Nucor is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim. You do not need to claim any monetary reimbursement as part of a Valid Claim in order to enroll in the credit monitoring.

To receive compensation for Out-of-Pocket Expenses, Extraordinary Expenses, or Lost Time, you must submit a Valid Claim, subject to the penalty of perjury, along with any necessary supporting documentation (other than an adequate written description for Lost Time) by June 9, 2026.

If you are a member of the Settlement Class, your legal rights related to this lawsuit are affected whether you act or don't act. If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court's judgment of dismissal and release claims against Nucor/Released Parties relating to the Data Incident.	**No deadline**

SUBMIT A CLAIM FORM	Settlement Class Members can choose to submit a claim to receive Settlement benefits. You must submit a Valid Claim to the Settlement Administrator to receive any benefits from this Settlement. You will be bound by the Court's judgment of dismissal and release claims against Nucor/Released Parties relating to the Data Incident.	**June 9, 2026**
ASK TO BE EXCLUDED	If you choose to exclude yourself (*i.e.*, opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Nucor/Released Parties relating to the Data Incident. Please see question 11 of the Notice of Class Action and Proposed Settlement for detail on how to exclude yourself from the settlement.	**June 9, 2026**
OBJECT	If you wish to object to the Settlement, you must timely submit your objection to the Clerk of the Court, with copies to the attorneys for the Parties and the Settlement Administrator. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. Please see question 12 of the Notice of Class Action and Proposed Settlement for the details on how to object to the settlement.	**June 9, 2026**

To understand all your options and how your rights will be affected, as well as the deadlines for action on your part, please read all of the **Notice of Class Action and Proposed Settlement** (pdf/Sweat_Long_Form_Notice_FINAL.pdf).

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Approval Hearing on July 6, 2026 at 10:00 A.M., via telephone, videoconference or in-person, in Courtroom 5A of the United States District Court for the Western District of North Carolina, located at 401 W Trade St, Charlotte, NC 28202. The Final Approval Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide the amount of attorneys' fees, costs, and expenses to pay Class Counsel and the amount of incentive awards to pay Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

Please visit this website for Settlement updates and for the date and time of the hearing. The hearing may be continued to a future date or time without notice.

EXHIBIT 2

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR**

DECLARATION OF MARK T. FREEMAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Mark T. Freeman, declare as follows:

1. I am an attorney at law, admitted to practice in the State of California and admitted *pro hac vice*, and I am an attorney at the law firm of Cole & Van Note. Cole & Van Note represents Class Representative Michael Sweat and the proposed Settlement Class in the above-captioned action. I make this Declaration in Support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement. Except where otherwise stated, the facts set forth in this declaration are based on my personal knowledge, my review of the pleadings and records in this matter, and my participation in the prosecution and settlement of this action. If called as a witness, I could and would competently testify to the matters stated herein.

2. I have been personally involved in the prosecution and resolution of this action, including investigation of the underlying cybersecurity incident, communications with Plaintiff, settlement

negotiations, drafting and revising settlement documents, and preparing materials in support of preliminary and final approval.

PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS

3. On approximately May 13, 2025, Nucor identified a cybersecurity incident involving unauthorized third-party access to certain data contained in information technology systems used by Nucor (the "Data Incident"). Nucor immediately took steps to contain, assess, and remediate the incident, including activating its incident response plan, proactively taking potentially affected systems offline, restoring affected data, and implementing other containment, remediation, and recovery measures. Nucor also engaged leading external cybersecurity experts to assist with its investigation and recovery efforts and notified federal law enforcement authorities. The investigation found that between May 3, 2025 and May 13, 2025, an unauthorized third party accessed and acquired certain data stored in the Nucor environment. Nucor determined that some of the data accessed and acquired without authorization likely included private information such as names, dates of birth, Social Security numbers and driver's license numbers. Nucor then undertook a thorough and time-intensive review of that data to confirm that certain personal information was impacted. This review was completed on approximately June 16, 2025. Shortly thereafter, on or about June 24, 2025, Nucor began sending individuals who are now part of the Settlement Class, including Plaintiff, written notice of the incident. In this notice, Nucor offered two years of complimentary credit monitoring. On July 2, 2025, Plaintiff Michael Sweat filed a Class Action Complaint in the United States District Court for the Western District of North Carolina against Nucor Corporation. After the Complaint was filed, Class Counsel conducted research concerning the Data Incident, including how the incident occurred, the type of information involved, the size and composition of the Settlement Class, Nucor's response to the

Data Incident, and other issues relevant to liability, damages, class certification, and settlement value.

4. Following the filing of the Complaint, the Parties began discussing possible early resolution. The Parties exchanged informal discovery and information relevant to the claims and defenses, including information regarding the Data Incident, Nucor's response to the incident, the approximate number of affected individuals, and the potential relief available to the Settlement Class. This information exchange allowed Class Counsel to evaluate the relative strengths and weaknesses of the claims and defenses and to assess whether the proposed settlement was fair, reasonable, and adequate.

5. The Parties engaged in protracted, arm's-length settlement negotiations. Throughout those negotiations, Plaintiff's Counsel and Nucor's Counsel each advocated for the interests of their respective clients. There was no collusion. Based on my involvement in the negotiations, the Settlement was reached only after the Parties negotiated material terms, exchanged and revised drafts, and addressed the structure of the claims process, notice program, release, administration, attorneys' fees and costs, and service award.

6. The Settlement Agreement was fully executed by the Parties and dated as of November 4, 2025. The Settlement resolves the claims asserted in the litigation without any admission of liability by Nucor. Nucor denies Plaintiff's allegations and denies any wrongdoing or liability, but agreed to settle to avoid the cost, burden, and uncertainty of continued litigation. Plaintiff likewise agreed to the Settlement to provide Settlement Class Members with meaningful and certain relief while avoiding the risks, delay, and expense of continued litigation.

SETTLEMENT TERMS AND RELIEF

8. The Settlement provides significant benefits to Settlement Class Members who submit valid claims. Settlement Class Members may submit claims for reimbursement of ordinary losses up to $700 per person, including up to three hours of lost time at $25 per hour for time spent remedying issues fairly traceable to the Data Incident. Settlement Class Members may also seek reimbursement of documented extraordinary losses up to $7,500 per claimant for actual documented and unreimbursed monetary losses associated with identity theft. In addition, Settlement Class Members who did not enroll in the two years of credit monitoring previously offered by Nucor are eligible to receive two years of credit monitoring services upon submission of a valid claim.

9. Nucor's obligation to reimburse valid claims for Settlement Class Member Benefits is capped at $200,000 in the aggregate. If the total amount of otherwise valid claims exceeds that amount, valid claims will be reduced pro rata. Settlement Administration Costs, including notice costs, are paid separately and do not reduce Settlement Class Member Benefits.

10. The Settlement also recognizes that (without any admission of liability), as part of its remediation efforts, Nucor has worked with its outside cybersecurity experts to further reinforce its information technology systems and to prevent future unauthorized access.

FINAL APPROVAL

11. Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement on November 11, 2025. On March 11, 2026, the Court entered its Order Granting Preliminary Approval of Class Action Settlement. In the Preliminary Approval Order, the Court preliminarily approved the Settlement, provisionally certified the Settlement Class for settlement purposes, appointed Plaintiff Michael Sweat as Class Representative, appointed Scott Edward Cole of Cole

& Van Note as Class Counsel, appointed RG/2 Claims Administration LLC as Settlement Administrator, approved the forms and manner of notice, and scheduled the Final Approval Hearing for July 6, 2026.

12. The proposed Settlement Class is defined as all individuals to whom Nucor sent notice relating to the Data Incident and the recipients' personal information. Excluded from the Settlement Class are all persons who timely and validly request exclusion, officers and directors of Nucor and/or related entities, and the members of the judiciary who have presided or are presiding over this matter and their families and staff.

13. In my opinion, the Settlement is fair, reasonable, and adequate. The Settlement provides immediate and meaningful relief tailored to the alleged harms in this data breach action while avoiding the expense, uncertainty, and delay associated with further litigation, including motion practice, formal discovery, class certification, summary judgment, trial, and potential appeals.

14. The posture of the case supports final approval. Although this matter settled relatively early, Class Counsel had investigated the claims and defenses, the Parties had exchanged information relevant to the Data Incident and settlement value, and the Parties had sufficient information to evaluate the benefits of settlement against the risks of continued litigation.

15. The Settlement was reached after arm's-length negotiations among experienced counsel. My firm has substantial experience litigating class actions and data breach matters, and that experience informed Class Counsel's evaluation of the claims, defenses, litigation risks, settlement value, and structure of the relief provided to the Settlement Class.

16. Data breach litigation presents significant risks and difficulties, including standing challenges, causation and damages issues, class certification issues, expert discovery, summary judgment practice, and appellate risk. Nucor has denied liability and has maintained that it would

vigorously defend against Plaintiff's claims. Continued litigation would therefore have created real risk that Settlement Class Members could receive no relief or receive relief only after years of additional litigation.

ATTORNEYS' FEES, COSTS, SERVICE AWARD, AND ADMINISTRATION COSTS

17. Pursuant to the Settlement Agreement, Plaintiff separately seeks approval of attorneys' fees and litigation costs in the amount of $100,000. Any approved Attorneys' Fees and Costs Award will be paid separately from, and will not reduce, payments to Settlement Class Members. Plaintiff also seeks approval of a Service Award of $2,000 for Class Representative Michael Sweat, which will likewise be paid separately from and will not reduce payments to Settlement Class Members. The attorneys' fees, costs, and service award provisions were not negotiated until after the Parties had agreed on the material substantive terms of the Settlement.

18. I am informed that the Settlement Administrator, RG/2 Claims Administration LLC, disseminated notice to the Settlement Class pursuant to the Court-approved Notice Program, established the Settlement Website, and otherwise administered the notice and claims process in accordance with the Preliminary Approval Order and the Settlement Agreement. To the extent there are updates to the final number of opt-outs, objections, valid claims, or settlement administration costs, Class Counsel will submit a supplemental declaration before the Final Approval Hearing.

19. RG/2 Claims Administration LLC is a nationally recognized and respected claims administrator. The Settlement Agreement provides that Nucor will pay Settlement Administration Costs, including the cost of notice, separately from Settlement Class Member Benefits. Accordingly, the costs of notice and administration do not reduce the payments available to Settlement Class Members.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 1, 2026 at Oakland, California.

/s/ Mark T. Freeman
Mark T. Freeman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR** **NOTICE OF MOTION AND MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, NOTICE IS HEREBY GIVEN that on July 6, 2026, at 10:00 AM, or as soon thereafter as the matter may be heard, in Courtroom #5A in the above-entitled Court, located at 401 W Trade St, Charlotte, NC 28202, Representative Plaintiff will apply to this Court for an Order:

1. Awarding Attorneys' Fees and Costs to Class Counsel in the amount of $100,000; and
2. Awarding a Service Award to Representative Plaintiff Michael Sweat in the amount of $2,000.

This Motion is based upon this Notice of Motion and Memorandum of Law, the Declaration of Mark T. Freeman in Support of Plaintiff's Motion for Approval of Attorneys' Fees, Costs, and Service Award, the Declaration of Representative Plaintiff Michael Sweat, the Court's Preliminary Approval Order, the Settlement Agreement, and the previously filed Motion for Preliminary Approval. This Motion is also based upon the complete files and records of this Action and any oral argument and documentary evidence as may be presented to the Court at the hearing of this Motion.

Dated: June 1, 2026

Respectfully Submitted,

/s/ Mark T. Freeman

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Attorneys for Representative Plaintiff and the Plaintiff Class

*Admitted *Pro Hac Vice*

CERTIFICATE OF SERVICE

I hereby certify that, on June 1, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Mark T. Freeman
Mark T. Freeman, Esq.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR** **MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

I. INTRODUCTION

Pursuant to Federal Rules of Civil Procedure Rule 23(h) and 54(d)(2) and this Court's Preliminary Approval Order (Doc. 19) Plaintiff seeks approval of: (a) Attorneys' Fees and Costs in the amount of $100,000 and (b) a Service Award of $2,000 for Representative Plaintiff Michael Sweat. These payments are consistent with the terms of the preliminarily approved Settlement Agreement ("SA"). Defendant does not object to the relief requested in this Motion.

II. CASE SUMMARY

A. Procedural Posture

This matter arises from an incident whereby Plaintiff Michael Sweat ("Plaintiff") alleges an unauthorized third-party was able to gain access to Defendant Nucor Corporation's ("Defendant") computer network, which Defendant first discovered on or about May 13, 2025, and removed certain files containing sensitive information stored therein. ECF No. 1, ¶¶ 1-5. The information compromised in the incident potentially included names and Social Security numbers. *Id.* ¶ 5.

B. History of Negotiations

The Parties engaged in informal discovery to help facilitate resolution discussions. *See* Mark T. Freeman's Declaration in Support of Plaintiff's Motion For Approval of Attorneys' Fees, Costs and Service Award ("Freeman Decl.") ¶ 4. After months of negotiations, the Parties were able to reach an agreement, which if approved by the Court, will resolve all claims in the litigation. *Id.* ¶ 5. They further agreed that RG/2 Claims Administration LLC would best serve as Settlement Administrator. The Parties continued drafting and finalizing the Settlement Agreement and proposed exhibits. The Settlement Agreement was fully executed by all Parties as of November 5, 2025. *Id.* ¶ 5.

The negotiations leading to the settlement were contentious and hard-fought, with Plaintiff's Counsel and Defendant's Counsel each advocating for the best interests of the Class and Defendant, respectively. *Id.* ¶ 5. The resulting settlement reflects an agreement reached at arm's length, in good faith, and free of any collusion. *Id.* ¶ 5. Based upon their independent analysis, and recognizing the risks of continued litigation, counsel for Plaintiff believes that the proposed settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff and the proposed Settlement Class. *Id.* ¶ 7. Although Defendant denies liability, it likewise agrees that settlement is in the Parties' best interests.

The resulting Settlement Agreement provides substantial benefits to the Settlement Class, eliminates the costs and burdens of continued litigation and fully accomplishes Plaintiff's goals in this Action.

III. ARGUMENT

For the reasons set forth below, the Requested Fee and Expense Award and Service Award are reasonable and should be granted.

A. The Class Has Received Reasonable Notice of the Requested Fee and Costs Award and Service Award, and Has Been Given a Reasonable Opportunity to Object

Fed. R. Civ. P. 23(h)(1) provides that "[n]otice of the motion [for an award of attorneys' fees and costs] must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner." Class Counsel provided reasonable notice of this Motion through direct notice efforts, and Class Members have an opportunity to object to this motion.

Here, the long form notice, which is posted on the Settlement Website, plainly indicated that Class Counsel would seek attorneys' fees and costs of up to $100,000, and $2,000 as a service award for the Plaintiff.

The schedule approved by the Court requires Class Counsel to file their Motion for an Award of Attorneys' Fees and Reimbursement of Costs at least 35 days in advance of the initial scheduled Final Approval Hearing. The deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement is 25 days in advance of the initial scheduled Final Approval Hearing. As such, Class Members have 10 days after the filing of this motion to lodge any objections to the requested fees, expenses, and service awards. Class Members will be able to view this motion for fees, expenses, and service awards on the Settlement website.

B. Legal Standards for Fee and Cost Awards

"In a certified class action, the court may award reasonable attorney's fees and . . . costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). "There are two main methods for calculating the reasonableness of attorneys' fees—the lodestar method and the percentage-of-recovery method." *McAdams v. Robinson*, 26 F.4th 149, 162 (4th Cir. 2022). "The lodestar method calculates reasonable fees by multiplying the number of reasonable hours expended times a reasonable rate." *Id*. (quoting *McAfee v. Boczar*, 738 F.3d 81, 88 (4th Cir. 2013)). "The percentage-of-recovery method considers the portion of the total settlement fund that will go to attorneys' fees." *McAdams*, 26 F.4th at 162. "A district court may choose the method it deems appropriate based on its judgment and the facts of the case." *Id*. at 163.

Here, in the Settlement Agreement, the Parties agreed that Class Counsel will move the Court for an Order awarding attorneys' fees and costs of $100,000. As explained below, the use of the lodestar method is appropriate in this case where Class Members are paid according to claims submitted. Regardless of the method used by the Court, the fee should be approved.

C. The Lodestar Method Confirms the Reasonableness of the Attorneys' Fees Award

"The Supreme Court has indulged a 'strong presumption' that the lodestar number represents a reasonable attorney's fee. The Court recently explained that this presumption can only be overcome 'in those rare circumstances where the lodestar does not adequately take into account a factor that may properly be considered in determining a reasonable fee.'" *McAfee v. Boczar*, 738 F.3d 81, 88-89 (4th Cir. 2013) (quoting *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 130 S. Ct. 1662, 1673, 176 L. Ed. 2d 494 (2010)). The Fourth Circuit considers lodestar along with relevant factors to determine a reasonable award:

> The proper calculation of an attorney's fee award involves a three-step process. First, the court must "determine the lodestar figure by multiplying the number of reasonable hours expended times a reasonable rate." *Robinson v. Equifax Info. Servs., LLC*, 560 F.3d 235, 243 (4th Cir. 2009). To ascertain what is reasonable in terms of hours expended and the rate charged, the court is bound to apply the factors set forth in *Johnson v. Georgia Highway Express Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974). *Id.* at 243-44. Next, the court must "subtract fees for hours spent on unsuccessful claims unrelated to successful ones." *Id.* at 244. Finally, the court should award "some percentage of the remaining amount, depending on the degree of success enjoyed by the plaintiff." *Id.*

McAfee v. Boczar, 738 F.3d 81, 88 (4th Cir. 2013). Plaintiff submits that the proposed fee award is reasonable under this three-step process.

The Fourth Circuit utilizes the factors identified in *Johnson v. Georgia Highway Express Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974) in determining whether a fee is reasonable. *McAfee v.*

Boczar, 738 F.3d 81, 88 (4th Cir. 2013) ("To ascertain what is reasonable in terms of hours expended and the rate charged, the court is bound to apply the factors set forth in *Johnson v. Georgia Highway Express Inc.*). These factors are discussed here.

1. Time and Labor Required

"The trial judge should weigh the hours claimed against his own knowledge, experience, and expertise of the time required to complete similar activities." *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717 (5th Cir. 1974). Class Counsel devoted a cumulative 170 hours prosecuting and resolving the lawsuit from its inception in July 2025. Freeman Decl. ¶ 10. The time expended by Class Counsel was necessary to obtain this recovery, and to consummate this Settlement. Class Counsel labored to file complaints and engaged in months of litigation that included research, informal discovery, and arms-length negotiations with Counsel for Defendant until Settlement was reached. The time expended was reasonable based on the needs of the case and ultimately resulted in a highly favorable Settlement for the benefit of the Class. This factor weighs in favor of the requested fee.

2. Novelty and Difficulty of the Questions

This matter affects the rights of around 3,000 persons whose data was impacted in the Data Incident and is a complex piece of litigation with many potential pitfalls. This case involved complex issues in the novel and evolving area of data breach litigation. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases... are particularly risky, expensive, and complex."). As other Courts have recognized, "Cases of first impression generally require more time and effort on the attorney's part." *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 718 (5th Cir. 1974). Defendant has consistently denied the allegations raised by Plaintiff and made it clear at the outset that it would vigorously defend the case. While Plaintiff has arguments and authorities that can support his allegations, the number of issues in this case, which centers on a developing area of the law—data breach litigation—creates uncertainty.

Due at least in part to the cutting-edge nature of data protection technology and rapidly evolving law, data breach cases like this one face substantial hurdles—even just to make it past the pleading stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Should litigation continue, Plaintiff would face the hurdle of obtaining class certification. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D.Me. 2013) (denying class certification in data breach class action). Though they strongly believe in the merits of their claims, Plaintiff and Class Counsel acknowledge that proving causation and damages in the emerging area of data breach cases can be difficult and is by no means guaranteed. *See, e.g., Southern Independent Bank v. Fred's, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at *8 (M.D.Ala. Mar. 13, 2019) (holding under Daubert motion that causation was not met for class certification purposes in data security breach case); *In re TJX Cos. Sec. Breach Litig.*, 246 F.R.D. 389, 398 (D.Mass. Nov. 29, 2007) ("[T]he need for individualized damages decisions does not ordinarily defeat predominance where there are … disputed common issues as to liability.") (quoting *Tardiff v. Knox Co.*, 365 F.3d 1, 6 (1st Cir. 2004)). Continued litigation further would require formal discovery, depositions, expert reports, maintaining class certification throughout trial and summary judgment, as well as possible appeals (interlocutory and/or after the merits), which would require additional rounds of briefing and the possibility of no recovery at all.

While Plaintiff is confident in the strength of his claims, he is also pragmatic in his awareness of the various defenses available to Defendant, as well as the risks inherent to continued litigation. Through the Settlement, Plaintiff and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all, at some point likely far in the future. *In re Viropharma Inc. Sec. Litig*., 2016 WL 312108, at *16 (E.D.Pa. Jan. 25, 2016) (settlement ensures recovery now, rather than the "speculative promise of a larger payment years from now."). Given the high degree of novelty and difficulty, as well as uncertainty in this case, this factor weighs in favor of granting this fee request.

3. Skill Required to Perform the Legal Service

Class Counsel vigorously represented the Settlement Class and will continue to do so through Final Approval. Freeman Decl. ¶¶ 5, 11. To date, proposed Class Counsel has been actively involved in the bulk of the case, thoroughly investigated the key facts of the case, engaged in informal discovery, and engaged in months of combative negotiations with Defendant to create a comprehensive Settlement Agreement. *Id.* ¶ 5.

Furthermore, the Settlement Agreement was obtained by Class Counsel without the benefit of findings from any government investigation. There has been no publicly announced action by any federal or state authorities relating to this data breach. "There is no contention, by objectors or otherwise, that the settlement could be attributed to work done by other groups, such as government agencies." *Esslinger v. HSBC Bank Nevada, N.A.*, No. CIV.A. 10-3213, 2012 WL 5866074, at *14 (E.D. Pa. Nov. 20, 2012). This factor weighs in favor of the requested fee.

4. Preclusion of Other Employment by the Attorneys Due to Acceptance of the Case

Class Counsel litigated this case months and invested a cumulative 170 hours into litigating this case. This time could have been spent on other employment opportunities and given the contingent nature of this case, has so far been spent entirely without compensation. Freeman Decl.

¶ 10. Accordingly, this factor supports the Requested Fee and Expense Award.

5. Customary Fee

Class Counsel has spent a reasonable amount of time at a reasonable rate on this matter. "The customary fee for similar work in the community should be considered." *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 718 (5th Cir. 1974). Here, the fees of partners, associate attorneys and professional staff are the same as their standard hourly rates charged to paying clients on non-contingent matters and are in accord with the prevailing rates for class action and complex commercial litigation in the relevant legal markets (i.e. the national market for data breach litigation). Freeman Decl. ¶ 10. *See In re Novant Health, Inc.*, No. 1:22-CV-697, 2024 U.S. Dist. LEXIS 107949, at *31 (M.D.N.C. June 17, 2024) ("To decide a reasonable billing rate, courts look to the prevailing market rates... Courts often recognize national market rates when deciding reasonable billing rates for complex class action litigation."); *Animal Legal Def. Fund v. Lucas*, No. CV 2:19-40, 2021 WL 4479483, at *1 (W.D. Pa. Sept. 30, 2021) ("[T]he attorney's normal billing rate is an appropriate baseline for assessing the reasonableness of the rate requested."). *See also In re Capital One Consumer Data SEC Breach Litig.*, No. 1:19-md-2915 (AJT/JFA), 2022 U.S. Dist. LEXIS 213070, at *12-13 (E.D. Va. Nov. 17, 2022) (Attorneys fee award amounted to an "average hourly rate of $583.46, which the Court finds reasonable"); *Johnson v. Palms Assocs., LLC*, No. 1:20-cv-1049, 2023 U.S. Dist. LEXIS 144615, at *11 (M.D.N.C. Aug. 16, 2023) (approving an average hourly rate of $550.83).

Class Counsel's current collective lodestar, already at just an average of $92,636 at a loadstar multiplier of almost 1. Freeman Decl. ¶ 10. The multiplier is much lower than multipliers commonly awarded in the Fourth Circuit. *McCune v. Faneuil Inc.*, No. 4:23cv41, 2024 U.S. Dist. LEXIS 144184, at *19 (E.D. Va. Aug. 13, 2024) (approving lodestar multiplier of 1.95); *Kruger* *v. Novant Health, Inc.*, No. 1:14-cv-208, 2016 U.S. Dist. LEXIS 193107, 2016 WL 6769066, at *5 (M.D.N.C. Sept. 29, 2016) (approving lodestar multiplier of 3.69*); In re Genworth Fin. Secs. Litig.*, 210 F. Supp. 3d 837, 845 (E.D. Va. 2016) (approving lodestar multiplier of 1.97 and observing that "[d]istrict courts within the Fourth Circuit have regularly approved attorneys' fees awards with 2-3 times lodestar multipliers."). Given the quality of Class Counsel's work and results achieved in these circumstances, the lodestar multiplier supports the reasonableness of the requested fee.

Furthermore, Class Counsel anticipates expending a significant amount of time and work consummating this Settlement, participating in the final fairness hearing, assisting Settlement Class Members with their claims and answering their questions, and working with the Claims Administrator on claims administration and distribution of benefits to the Settlement Class. A significant amount of this work will never get presented to the Court for consideration, and is, thus, not directly compensable. Freeman Decl. ¶ 11. This means that by the time this case is brought to Final Approval, the lodestar "multiplier" while already negative, will be even lower once these additional attorney hours are expended. Accordingly, the "Customary Fee" factor fully supports the fees requested.

6. Whether Fee is Fixed or Contingent

Settlement Class Counsel took this case on a purely contingent basis. Freeman Decl. ¶ 9. The retainer agreement Settlement Class Counsel has with Plaintiff does not provide for fees apart from those earned on a contingent basis, and, in the case of Class Settlement, attorneys' fees would only be awarded to Class Counsel, if approved by the Court. *Id*. As such, attorneys' fees were not guaranteed in this case. *Id*. Class Counsel assumed significant risk of nonpayment of attorneys' fees. *Id*. Thus, Class Counsel took on these significant risks knowing full well their efforts may not bear fruit. *Id*.

While Class Counsel was optimistic that Plaintiff's claims would prevail, they recognized the risk of nonpayment was substantial. *See, e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737 at *7 (N.D.Ohio Aug. 12, 2019) ("Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable."); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315 (N.D.Cal. 2018) (noting that "many of the legal issues presented in [] data-breach case[s] are novel").

From the outset, Class Counsel undertook this complex and potentially lengthy litigation knowing there was significant and real risk as to whether they would be compensated. Despite the serious litigation risks, Class Counsel were able to obtain a settlement that provides significant present relief to the Class, including substantial monetary benefits. Class Counsel undertook a significant risk here and the Requested Fee and Cost Award should reflect that risk.

7. Time Limitations Imposed by the Client or the Circumstances

Courts have recognized that "[p]riority work that delays the lawyer's other legal work is entitled to some premium." *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 718 (5th Cir. 1974). The nature of a data breach class action requires attorneys to respond immediately to data breach notices. Freeman Decl. ¶ 9. Accordingly, this factor weighs in favor of granting the requested fees and costs award.

8. Amount Involved and Results Obtained

Class Counsel has obtained a claims-made Settlement that provides meaningful relief to Settlement Class Members who submit valid claims. Under the Settlement, Settlement Class Members may claim reimbursement for ordinary losses of up to $700 per person, including out-of-pocket expenses and up to three hours of lost time at $25 per hour; extraordinary losses of up to $7,500 per claimant for documented and proven monetary losses; and twenty-four months of credit monitoring for Settlement Class Members who did not enroll in the two years of credit monitoring previously offered by Nucor. Nucor's aggregate obligation for Settlement Class Member Benefits is capped at $200,000, exclusive of settlement administration costs, which Nucor will pay separately. Given the risks, complexity, and uncertainty of this type of case, as well as the result obtained for the Class, the requested award of up to $100,000 for attorneys' fees and costs is reasonable.

9. Experience, Reputation, and Ability of the Attorney

Class Counsel and their firm successfully litigated numerous class actions involving privacy claims on behalf of tens of millions of consumers. Many of these cases involved some or all of the same legal issues as are presented in the current action. In these cases, Class Counsel successfully achieved class certification, settlements and judgments in varied factual scenarios. Currently, attorneys for Plaintiff are devoted almost entirely to the prosecution of data breach class actions, with the vast bulk of their caseload being cases involving almost identical legal and factual issues to those presented in the instant case. In these matters, Class Counsel serve in a variety of roles, oftentimes in various leadership positions. See Freeman Decl. ¶¶ 18-22. Class Counsel possesses the experience, reputation, and ability required to assure the Court this case was litigated to the fullest extent possible. This factor weighs in favor of granting the requested fees and costs award.

10. Awards in Similar Cases

"The reasonableness of a fee may also be considered in the light of awards made in similar litigation within and without the court's circuit." *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d

714, 719 (5th Cir. 1974). Courts in the Fourth Circuit typically award attorneys' fees in similar cases much higher than the award requested here. In response to a request for attorneys' fees, a Court "identified other data breach cases with significantly smaller settlement funds and/or fewer hours billed" *In re Capital One Consumer Data SEC Breach Litig.*, No. 1:19-md-2915 (AJT/JFA), 2022 U.S. Dist. LEXIS 213070, at *10 n.6 (E.D. Va. Nov. 17, 2022) and listed the following cases:

> *Ne. Eng'rs Fed. Credit Union v. Home Depot, Inc.*, No. 20-10667, 2022 U.S. App. LEXIS 297, 2022 WL 40210, at *1-3 (11th Cir. Jan. 5, 2022) (reversing the district court's grant of 33 percent of the estimated $42.5 million common fund and instead awarding the lodestar of $11.733 million, which amounted to approximately 27.6 percent); *In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2022 U.S. Dist. LEXIS 72569, 2022 WL 1173179, at *2 (E.D. Pa. Apr. 20, 2022) (~$3 million in fees to be paid separately from $9 million class fund); *Pfeiffer v. Radnet, Inc.*, No. 2:20-cv-9553, 2022 U.S. Dist. LEXIS 125933, 2022 WL 2189533, at *2-3 (C.D. Cal. Feb. 15, 2022) (awarding 25 percent of a $2.6 million fund; class counsel billed 1,400 hours); *In re: Arby's Rest. Grp., Inc. Data Sec. Litig.*, No. 1:17-cv-1035, 2019 U.S. Dist. LEXIS 111882, 2019 WL 2720818, at *2-4 (N.D. Ga. June 6, 2019) (awarding 29.6 percent of the roughly $3.3 million maximum potential value of the settlement); *In re Heartland Payment Sys., Inc. Cust. Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1080, 1082 (S.D. Tex. 2012) (awarding 20 percent of ~$3 million settlement value; class counsel billed 1,960 hours). *Id.*

Each of those examples of lower attorneys' fees is higher—often significantly higher—than the amount requested by Class Counsel in this case. Given the comparison to similar types of cases, the fees and costs award requested here is reasonable.

D. Plaintiff's Lodestar Survives Subtraction of Fees for Unsuccessful Claims

"After determining that the hours expended and the attendant rates requested by a lawyer for a prevailing party are reasonable, a court is obliged to 'subtract fees for hours spent on unsuccessful claims unrelated to the successful ones. *McAfee v. Boczar*, 738 F.3d 81, 91 (4th Cir. 2013) (quoting *Grissom v. Mill Corp.*, 549 F.3d 313, 321 (4th Cir. 2008)). Here, none of Plaintiff's claims were dismissed, Plaintiff did not lose any motions, and Class Counsel efficiently litigated this case.

No subtraction is warranted, but even if the Court were to find cause for a reduction of the requested fees and costs award, the award would still be reasonable given the currently negative multiplier and higher fees typically awarded to attorneys.

E. Plaintiff Has Litigated Successfully

Class Counsel has achieved a significant award for the Class that demonstrates the reasonableness of requested fees and costs award. A "district court must 'consider the relationship between the extent of success and the amount of the fee award.' The court will reduce the award if 'the relief, however significant, is limited in comparison to the scope of the litigation as a whole.'" *McAfee v. Boczar*, 738 F.3d 81, 92 (4th Cir. 2013) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 439-40 (1983)).

Here, Class Counsel obtained a claims-made Settlement that allows Settlement Class Members to claim ordinary losses of up to $700 per person, extraordinary losses of up to $7,500 per claimant, and twenty-four months of credit monitoring for Settlement Class Members who did not enroll in the two years of credit monitoring previously offered by Nucor. Nucor's aggregate obligation for Settlement Class Member Benefits is capped at $200,000, exclusive of settlement administration costs, which Nucor will pay separately. This award for Class Members equals or exceeds the recoveries in other similarly sized data breach class action settlement finally approved by courts[1]. All Class Members may claim the substantial benefits offered in this settlement. In light of the complexity, likely duration and expense of continued litigation, and the risk of establishing liability and damages at trial, this is an excellent result. *See Maddy v. General Electric*

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[1] *See e.g. Linman v. Marten Transport*, No. 22-cv-204 (W.D. Wis.), $520,000 for 35,511 class members, $16.64 per person; *May v. Five Guys Enterprises*, Case No. 1:23-cv-00029 (E.D. Va.), $700,000 for 37,922 class members, $18.45 per person; *McKittrick v. Allwell Behavorial,* CH-2022-0174 (Muskingum County, OH), $650,000 for 31,000 class members, $20.97 per person.

Co., CV-14-490-JBS-KMW, 2017 WL 2780741, at *7 (D.N.J. June 26, 2017) ("[T]here is tremendous benefit to the Class Members in light of the stage of the litigation, the remaining hurdles prior to even arriving at a trial date, and the risks associated with continued litigation"). Given the amount available to each Class Member, as well as the number of Class Members entitled to benefits, this factor strongly supports Class Counsel's fee request.

F. Class Counsel's Request for Reimbursement of Expenses is Reasonable

"Counsel in common fund cases is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the case." *O'Hern v. Vida Longevity Fund, LP*, No. CV 21-402-SRF, 2023 WL 3204044, at *10 (D. Del. May 2, 2023). In this case, Class Counsel seeks an award of fees and costs in the amount of $100,000 (inclusive of the costs for the amount of $1,767); this award includes the reasonable expenses incurred to advance this litigation. *See* Freeman Decl. Ex. A-B. The expenses incurred here are typical in litigation, were necessary for the successful prosecution and resolution of the claims against Defendant and should be approved.

G. The Requested Service Award is Reasonable

"At the conclusion of a successful class action case, it is common for courts, exercising their discretion, to award special compensation to the class representatives in recognition of the time and effort they have invested for the benefit of the class." *Smith v. Krispy Kreme Doughnut Corp.*, No. 1:05-cv-187, 2007 U.S. Dist. LEXIS 2392 at *4 (M.D.N.C. Jan. 10, 2007). Generally, "[c]ourts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000) (quotation omitted). Factors courts consider when deciding to give service awards include "the risk to the plaintiff in commencing litigation, both financially and otherwise; the notoriety and/or personal difficulties encountered by the representative plaintiff; the extent of the plaintiff's personal involvement in the lawsuit in terms of discovery responsibilities and/or testimony at depositions or trial; the duration of the litigation; and the plaintiff's personal benefit (or lack thereof) purely in her capacity as a member of the class." *Vista Healthplan, Inc. v. Cephalon, Inc.*, No. 2:06-CV-1833, 2020 WL 1922902, at *33 (E.D. Pa. Apr. 21, 2020) (quoting *McGee v. Ann's Choice, Inc.*, No. 12-2664, 2014 WL 2514582, at *3 (E.D. Pa. June 4, 2014)). Federal district courts in the Fourth Circuit routinely approve service awards of $1,000 to $5,000. *See In re Capital One Consumer Data SEC Breach Litig.*, No. 1:19-md-2915 (AJT/JFA), 2022 U.S. Dist. LEXIS 213070, at *13 (E.D.Va. Nov. 17, 2022) (award of $5,000 for each class representative); (award of $5,000 for each class representative); *Rodriguez v. Riverstone Cmtys., LLC*, Civil Action No. 5:21-CV-486-CD, 2024 U.S. Dist. LEXIS 22802, at *7 (E.D.N.C. Feb. 2, 2024) (award of $7,000 for each class representative).

For his efforts on the case, Plaintiff seeks a modest Service Award in the amount of $2,000. Plaintiff was actively engaged in this action, including providing assisting in the investigation of the case, reviewing the Settlement documents, and answering counsel's many questions. Freeman Decl. ¶ 13. Moreover, the Service Award requested falls well below the upper range of service awards that have been approved by courts in the Fourth Circuit.

IV. CONCLUSION

Class Counsel, with the help of Plaintiff, have made significant benefits available to Settlement Class Members. In return, Plaintiff seeks attorneys' fees and costs and service awards commensurate with those regularly approved by Courts sitting in Fourth Circuit. The attorneys' fees and costs and service awards are reasonable and should be approved.

Dated: June 1, 2026

Respectfully submitted,

/s/ Mark T. Freeman
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Attorneys for Representative Plaintiff and the Plaintiff Class

*Admitted *Pro Hac Vice*

CERTIFICATE RE: USE OF ARTIFICIAL INTELLIGENCE

I hereby certify that: (1) no artificial intelligence was employed in doing the research for the preparation of this document, with the exception of such artificial intelligence embedded in the standard on-line legal research sources Westlaw, Lexis, FastCase, and Bloomberg; and (2) every statement and every citation to an authority contained in this document has been checked by an attorney in this case and/or a paralegal working at his direction as to the accuracy of the proposition for which it is offered, and the citation to authority provided.

/s/ Mark T. Freeman
Mark T. Freeman, Esq.

CERTIFICATE OF SERVICE

I hereby certify that, on June 1, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Mark T. Freeman
Mark T. Freeman, Esq.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR**

DECLARATION OF MARK T. FREEMAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

I, Mark T. Freeman, declare as follows:

1. I am an attorney at law, admitted to practice in the State of California and admitted *pro hac vice*, and I am an attorney at the law firm of Cole & Van Note. Cole & Van Note represents Representative Plaintiff Michael Sweat and the proposed Settlement Class in the above-captioned action. I make this Declaration in Support of Plaintiff's Motion for Approval of Attorneys' Fees, Costs, and Service Award. Except where otherwise stated, the facts set forth in this declaration are based on my personal knowledge, my review of the pleadings and records in this matter, and my participation in the prosecution and settlement of this action. If called as a witness, I could and would competently testify to the matters stated herein.

2. I have been personally involved in the prosecution and resolution of this matter, including investigation of Plaintiff's claims, communications with Plaintiff, settlement negotiations, coordination regarding settlement administration, and preparation of the settlement approval papers.

BACKGROUND AND SETTLEMENT NEGOTIATIONS

3. This matter arises from a cybersecurity incident that Nucor identified on or about May 13, 2025, in which Plaintiff alleges an unauthorized third party accessed Nucor's computer network and removed certain files containing sensitive information. Plaintiff alleges that the information potentially compromised in the incident included names and Social Security numbers.

4. The Parties engaged in informal discovery and information exchange to facilitate resolution discussions. That process included investigation and assessment of the Data Incident, the information potentially involved, the approximate size of the Settlement Class, Nucor's response to the Data Incident, available defenses, and the potential damages and relief available to Settlement Class Members.

5. After months of negotiations, the Parties reached a Settlement Agreement that, if finally approved, will resolve the claims asserted in this litigation. The Parties also agreed that RG/2 Claims Administration LLC would serve as Settlement Administrator, subject to Court approval. The Parties continued drafting and finalizing the Settlement Agreement, the proposed notices, the claim form, and related exhibits. The Settlement Agreement was fully executed by all Parties as of November , 2025.

6. The negotiations leading to the Settlement were contentious and hard-fought. Plaintiff's Counsel and Defendant's Counsel each advocated for the best interests of their respective clients. The resulting Settlement reflects an agreement reached at arm's length, in good faith, and free of collusion.

7. Based on Class Counsel's independent investigation and analysis, and after considering the risks of continued litigation, it is my opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of Plaintiff and the proposed Settlement Class. Although Nucor denies

liability, the Settlement provides concrete benefits now and avoids the risks, cost, and delay of continued litigation.

8. The Settlement provides significant benefits to Settlement Class Members who submit valid claims, including reimbursement of ordinary losses up to $700 per person, reimbursement of extraordinary losses up to $7,500 per claimant, and two years of credit monitoring for Settlement Class Members who did not enroll in the credit monitoring previously offered by Nucor following the Data Incident. The Settlement also provides that Settlement Administration Costs will be paid separately and will not reduce Settlement Class Member Benefits.

CONTINGENCY RISK, TIME, AND LODESTAR

9. Class Counsel prosecuted this case on a purely contingent basis. The retainer agreement with Plaintiff does not provide for payment of attorneys' fees apart from fees earned on a contingent basis and, in the context of a class settlement, any attorneys' fees must be approved by the Court. Class Counsel therefore assumed a substantial risk of nonpayment. The nature of data breach litigation also required prompt investigation and attention because data breach notices often create immediate deadlines and strategic decisions for potential class representatives and counsel.

10. Class Counsel devoted a cumulative 170 hours to prosecuting and resolving this lawsuit. Class Counsel's lodestar is approximately $92,636. The time expended was necessary and reasonable based on the needs of the case, including investigating the Data Incident, assessing the claims and defenses, communicating with Plaintiff, engaging in informal discovery, negotiating with Defendant's Counsel, drafting and revising settlement documents and exhibits, preparing settlement approval papers, and coordinating issues related to notice and claims administration. Class Counsel's hourly rates are consistent with the rates charged for comparable class action and complex litigation work in the relevant market. Class Counsel also incurred $1,767 in litigation

costs, which were reasonable and necessary expenses associated with prosecuting the action and securing the Settlement for the benefit of the Class.

11. Class Counsel will continue to devote additional time to this matter through final approval and implementation of the Settlement, including preparing for and attending the Final Approval Hearing, responding to Settlement Class Member inquiries, coordinating with the Settlement Administrator, addressing any issues regarding claims administration, and ensuring that the Settlement is properly implemented. This additional work supports the reasonableness of the requested fee and cost award.

RESULT ACHIEVED AND FAIRNESS OF THE REQUESTED AWARD

12. The requested award of attorneys' fees and costs is $100,000. Under the Settlement Agreement, Nucor will pay any approved attorneys' fees and costs in addition to, and separately from, Settlement Class Member Benefits. Therefore, approval of the requested attorneys' fees and costs will not reduce the benefits available to Settlement Class Members.

13. The requested Service Award for Representative Plaintiff Michael Sweat is $2,000. Plaintiff assisted with the investigation and prosecution of this case, provided information to counsel, remained available for questions, reviewed and approved pleadings and settlement materials, and undertook the responsibilities associated with serving as a proposed class representative. In my opinion, the requested Service Award is reasonable in light of Plaintiff's efforts and the benefit conferred on the Settlement Class. The Service Award will also be paid separately from, and will not reduce, Settlement Class Member Benefits.

14. The attorneys' fees, costs, and service award provisions were not negotiated until after the Parties had agreed on the material substantive terms of the Settlement. The Settlement is not contingent on approval of the requested attorneys' fees, costs, or service award, and the remaining

provisions of the Settlement Agreement will remain in force even if the Court awards amounts other than those requested.

15. Class Counsel's work in this case required skill and experience in class action litigation and data breach litigation. Data breach cases involve complex and evolving issues, including standing, causation, damages, data security practices, class certification, and proof of injury. Class Counsel's experience in these matters allowed Plaintiff to efficiently investigate the case, evaluate litigation risks, negotiate a settlement, and obtain meaningful relief for the Settlement Class.

16. The requested fee and cost award is reasonable in light of the time and labor required, the novelty and difficulty of the issues, the skill required to perform the legal services, the contingent nature of the representation, the results obtained, the experience of counsel, and the fact that additional implementation work remains to be completed through final approval and distribution.

17. Class Counsel also incurred litigation costs and expenses in prosecuting and resolving this matter, including costs associated with investigation, filing, administration-related work, and preparation of the settlement approval materials. The requested award of $100,000 includes attorneys' fees and litigation costs, and no portion of that award will reduce the relief available to Settlement Class Members.

EXPERIENCE OF COUNSEL

18. Cole & Van Note is a class action firm with substantial experience prosecuting complex and representative actions, including privacy and data breach matters. The firm's experience includes the prosecution and resolution of class actions involving many of the same legal and practical issues presented in this case. That experience informed Class Counsel's investigation, negotiation strategy, evaluation of the Settlement, and assessment of the requested attorneys' fees, costs, and service award.

19. CVN is a class action centric and boutique practice devoted to prosecuting privacy, including data breaches, employment, environmental and/or consumer fraud complex cases. In its over 30-year history, CVN has prosecuted hundreds of class and/or complex/representative cases, some of the more unique ones being identified in the firm's professional resume.

20. Many of these cases involve(d) some or all of the same legal issues as are presented in the current action. While almost entirely devoted today to prosecuting cyber-security class actions, the firm's past experiences run deep across various areas of the law—from employment wage and hour and discrimination cases, to consumer, personal injury and environmental class actions/mass tort cases. CVN has successfully achieved class certification, settlements and judgments in varied factual scenarios, just some of the more unique, difficult or groundbreaking situations being set forth in the firm's resume. Some better-known and/or "game changing" cases include *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116 (Case No. A119697) (setting the standard for settlement approval in California state courts); *Augustus (Davis) vs. ABM Security Services*., Supreme Court of California Case No. S224853 (establishing a new Supreme Court standard for workplace rest periods; $110 million settlement); *Despres v. United Parcel Service, Inc*., Case Nos. 3:03-CV-02987 (TEH) and 3:03-CV-02001 (TEH) (N.D. Cal.) (historic $87 million settlement in meal break-only case); *Kurihara v. Best Buy Co., Inc.*, 2007 U.S. Dist. LEXIS 64224 (N.D. Cal. Aug. 29, 2007) (class cert. granted and clarifying distinction between class composition and entitlement to a recovery); *Tierno v. Rite Aid Corp.,* 2006 U.S. Dist. LEXIS 71794 (N.D. Cal. Aug. 31, 2006) (oft-cited ruling certifying a class of retail Store Managers alleging overtime misclassification; $6.9 million settlement); *Fulton v. Sports and Fitness Clubs of America, dba 24 Hour Fitness, USA, Inc.,* Case No. GIC881669 (Super. Ct. Cal. San Diego Cnty.), (consolidated with Case No. GIC873193) (industry changing case that helped define "piece rate" standard under

the law; class certification and then summary judgment granted; $19 million resolution); *In Re Westley Tire Fire Litigation*, Case No. CV 801282 (Super. Ct. Cal. Santa Clara Cnty.) (lead counsel in toxic 7 million automobile tire fire that impacted up to one third of the State of California); *In Re Unocal Refinery Litigation*, Case No. C94-04141 (Super. Ct. Cal. Contra Costa Cnty. (Steering Committee in massive toxic chemical release and topic of CVN Founder Scott Edward Cole's book, "Fallout"); *In Re: Apple Inc. Device Performance Litigation*, Case No. 5:18-md-02827-EJD (N.D. Cal.) (Steering Committee in consumer fraud case); *In Re Tosco SFR Litigation* (C97-01637 (Super. Ct. Cal. Contra Costa Cnty.) (Lead Counsel in massive 1997 toxic airborne release over multiple towns).

21. Currently, CVN is devoted almost entirely to the prosecution of data breach class actions, with the vast bulk of its caseload being cases involving almost identical legal and factual issues to those presented in the instant case. In these matters, CVN serves in a variety of roles, oftentimes in various leadership positions. For example, CVN has served as court-appointed lead or co-lead counsel in dozens of data breach matters, including, but not limited to: *Henderson, et al. v. Reventics, LLC*, Case No. 1:23-cv-00586-MEH (D. Colo.) (court appointed co-lead counsel); *Hinds, et al. v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-10404 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel); *Tsvetanova, et al. v. UCSD Health*, Case No. 37-2021-00039888-CU-PO-CTL (Super. Ct. Cal. San Diego Cnty.) (court appointed co-lead counsel); *In Re: Rackspace Data Security Litigation*, No.: SA-22-cv-01296-XR (W.D. Tex.) (court appointed lead counsel); *Fedorys, et al. v. Ethos Group Inc.*, Case No. 3:22-cv-2573-M (N.D. Tex.) (court appointed co-lead counsel); *Moreland, et al. v. 1st Franklin Financial Corporation*, Case No. 2:23-cv-00038-SCJ (N.D. Ga.) (court appointed co-lead counsel); *Domitrovich, et al. v. MC Dean, Inc.*, Case No. 1:23-cv-00210-CMH-JFA (E.D. Va) (court

appointed co-lead counsel); *Deevers, et al. v. Wing Financial Services, LLC.*, Case No. 4:22-cv-00550-CVE-MTS (N.D. Okla.) (court appointed co-lead counsel); *Darrin v. Huntington Ingalls Industries, Inc.*, Case No. 4:23-cv-00053-JKW-DEM (E.D. Va.) (court appointed co-lead counsel); *Guerrero v. Merritt Healthcare Holdings, LLC*, Case No. 3:23-cv-00389-MPS (D. Conn.) (court appointed co-lead counsel); *Prutsman v. Nonstop Administration and Insurance Services, Inc.*, Case No. 3:23-Cv-01131-VC (N.D. Cal.) (court appointed co-lead counsel); *In re DISH Network Data Security Incident Litigation,* Case No. 1:23-cv-01168-RMR-SBP (D. Colo.) (court appointed co-lead counsel); *Byers v. Orthoalaska, LLC,* Case No. 3:23-cv-00243-SLG (D. Alaska) (court appointed co-lead counsel); *Tambroni v. Wellnow Urgent Care, P.C.*, Case No. 1:24-cv-01595 (N.D. Ill.) (court appointed co-lead counsel); *Dryden v. Tri Counties Bank*, Case No. 23CV03115 (Super. Ct. Cal. Butte Cnty.) (court appointed co-lead counsel); *Brett v. Valley Mountain Regional Center*, Case No. STK-CV-UPl-2024-0005025 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel); *Cordell v. Patelco Credit Union*, Case No. 24CV082095 (Super. Ct. Cal. Alameda Cnty.) (court appointed co-lead counsel); *Skillings, et al., v. Access Sports Medicine and Orthopedics*, Case No. 218-2024-CV-01086 (Super. Ct. New Hampshire Rockingham Cnty.) (court appointed co-lead counsel); *Bujok v. MC2 Data, LLC*, Case No. 0:24-cv-61864-LEIBOWITZ (S.D. Fla.) (court appointed co-lead counsel); *Francisco v. Diligent Acquisitions LLC*, Case No. 4:24-cv-04468 (S.D. Tex.) (court appointed co-lead counsel); *Oliver v. Jewish Home Lifecare* (N.Y. Sup. Ct., N.Y. County, Index No. 157811/2024) (court appointed co-lead counsel); *Lunsford v. Maryhaven Inc.*, Case No. 25CV003753 (Ct. of Common Pleas, Franklin Cty. Ohio) (court appointed co-lead counsel); *Rice v. California Cancer Associates for Research and Excellence, Inc.*, Case No. 5:25-cv-01636 (C.D. Cal.) (court appointed co-lead counsel); *In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation*, Case 25-3-

21664-1 KNT (Wash. Sup. Ct., King Cty.) (court appointed co-lead counsel); *Bobo, et al. v. Krispy Kreme Doughnut Corp*., Case No. 3:25-CV-00434 (W.D. N.C.) (court appointed co-lead counsel); *Hammon, et al. v. Omni Healthcare Financial Holdings*, Case No. 3:25-CV-00263 (W.D. N.C.) (court appointed co-lead counsel); *Smith v. Monterey Mushrooms*, Case No. 25-cv-08213-BLF (N.D. Cal 2025) (court appointed co-lead counsel); *Poudrier v. Manpower of Lansing, MI, Inc*., Case No. 1:25-cv-00956-PLM-PJG (W.D. MI 2025) (court appointed co-lead counsel); *Miller v. Mercer Health, et al*., Case No. 25-CIV-037 (Common Ct. of Pleas, Mercer Cnty. Ohio) (court appointed co-lead counsel); *Parks v. Rural Health Services, Inc*., Case No. 2025CP0201622 (So. Carolina, Aiken Cnty, Common Pleas) (court appointed co-lead counsel); *Orrantia v. S.V.D.P. Management, Inc*., Case No. 25CU048774C (Super. Ct. Cal., San Diego Cnty.) (court appointed co-lead counsel); *Walker v. Wayne Memorial Hosp. Auxiliary, Inc*., Case No. SUCV2025000245 (Ga., Wayne Cnty) (court appointed co-lead counsel); *In re Methodist Home Care Data Incident Litigation*, Case No. CV2025-904388.00 (Cir. Ct. Jefferson Cty., Ala.) (court appointed co-lead counsel).

22. CVN also serves in more informal (e.g., Executive Committee) leadership positions in numerous other data breach cases and in sole counsel roles in even dozens more—actions currently venued across well over 30 states. CVN, thus, possesses the experience and ample resources to lead the current case(s), once consolidated, and will continue to do so throughout this litigation.

23. For the reasons stated above, I respectfully submit that the requested attorneys' fees and costs award of $100,000 and the requested Service Award of $2,000 are fair, reasonable, and appropriate and should be approved.

EXHIBITS

24. Attached hereto as Exhibit A is a true and correct copy of CVN's Cost Journal.

25. Attached hereto as Exhibit B is a true and correct summary chart of CVN's lodestar.

26. Attached hereto as Exhibit C is a true and correct copy of CVN's firm resume.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 1, 2026, at Oakland, California.

/s/ Mark T. Freeman
Mark T. Freeman

EXHIBIT A

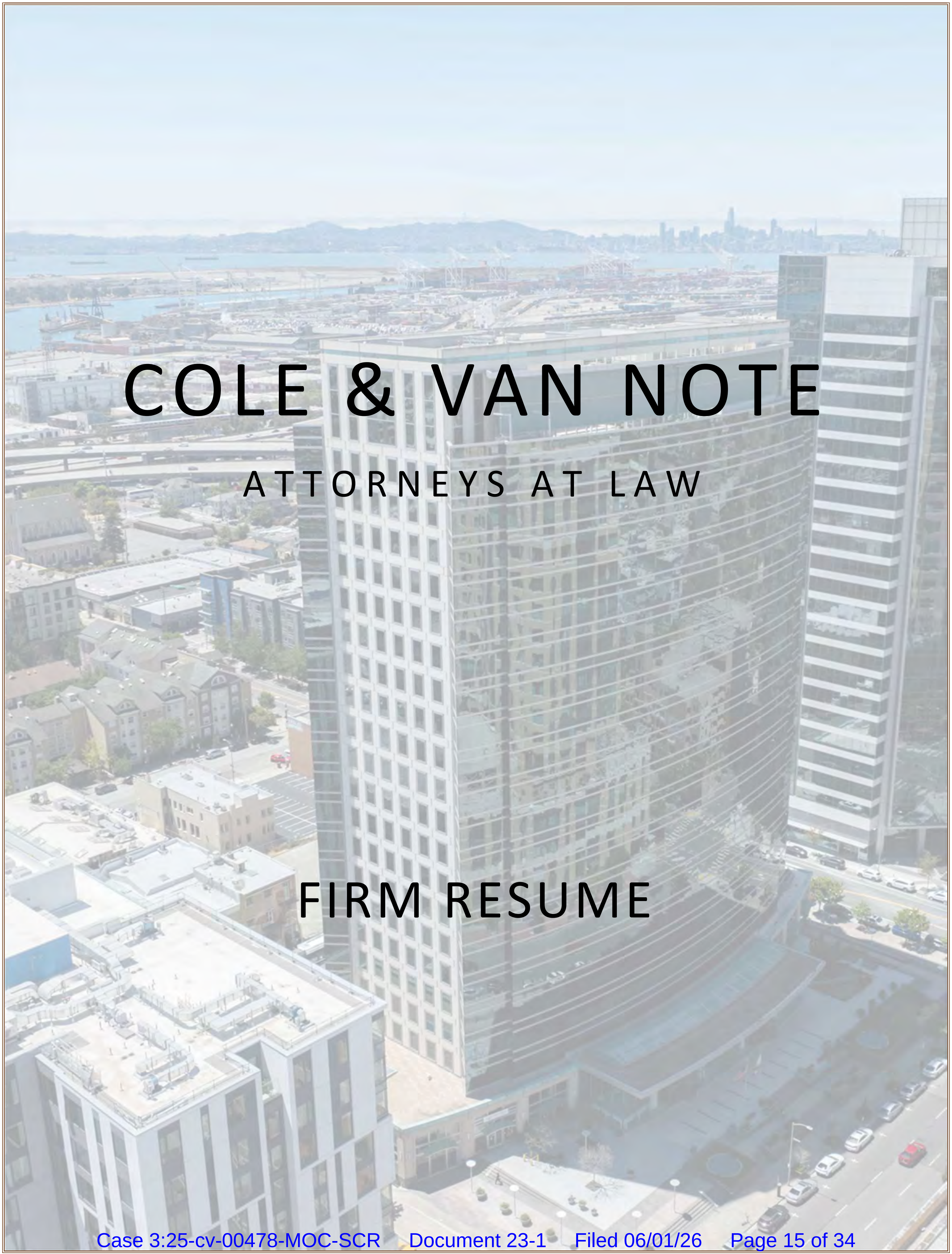
Case Name: Nucor
Firm: Cole & Van Note
Billing Period: Case Inception through May 19, 2026

Staff	Role	All Hours	Hourly Rate	Total Lodestar
Ram Bhadra	Associate Attorney	7.00	$350.00	$2,450.00
Sam Foster	Paralegal	41.10	$250.00	$10,275.00
Helene Kremer	Legal Secretary	3.30	$350.00	$1,155.00
Joseph Muse	Associate Attorney	1.60	$375.00	$600.00
Steven Raynor	Paralegal	0.40	$350.00	$140.00
Aisha Sanwal	Law Clerk	0.60	$250.00	$150.00
Delores Walker	Legal Secretary	1.10	$350.00	$385.00
Karri Loud	Legal Secretary	1.20	$325.00	$390.00
Gavin Blair	Associate Attorney	0.20	$375.00	$75.00
Krissia Morrison	Legal Assistant	3.20	$350.00	$1,120.00
Alejandra Quintero	Legal Assistant	4.30	$250.00	$1,075.00
Mark T Freeman	Associate Attorney	35.50	$650.00	$21,290.00
Lou Lesperance	Paralegal	0.20	$300.00	$60.00
Alyssa Ultreras	Legal Assistant	2.80	$225.00	$630.00
Anya Puchkov	Legal Secretary	0.40	$270.00	$110.00
Mica Sinko	Law Clerk	10.70	$350.00	$3,452.50
Cortney B Szafran	Associate Attorney	10.60	$500.00	$5,283.50
Scott E. Cole	Partner/ Shareholder	28.30	$1,250.00	$33,470.00
Laura Van Note	Partner/ Shareholder	7.10	$900.00	$6,350.00
Taylor Locke	Legal Secretary	7.70	$350.00	$2,695.00
Deborah Sanchez	Legal Secretary	0.20	$325.00	$65.00
Karmel Landver	Associate Attorney	2.80	$500.00	$1,415.00
Total:		170.30		**$92,636.00**

EXHIBIT B

Cole & Van Note
Nucor Corporation
As of May 19, 2026

Description		Value
Filing and Serving (vendor and court fees)	$	750.00
Research Services	$	360.00
Copies and Supplies	$	657.00
TOTAL	$	1,767.00



COLE & VAN NOTE

ATTORNEYS AT LAW

FIRM RESUME

OVERVIEW OF OUR PRACTICE

Cole & Van Note ("CVN") is a boutique class action firm known for aggressive representation and impressive results in the areas of consumer fraud, data breach, environmental and employment litigation. Founded in 1992, CVN has been devoted primarily to such matters, having litigated hundreds of class actions against businesses of all types and in nearly every industry imaginable. The members of CVN have vast experience prosecuting class/complex actions, both in a sole counsel capacity and in leadership positions, oftentimes among many firms, in California and nationwide litigation. They have published numerous scholarly articles dealing with various substantive issues as well as class action litigation/procedure, speak regularly to legal audiences, and have served as consulting experts in class action litigation. CVN's team of skilled advocates has recovered billions of dollars for tens of millions of workers and consumers, been involved in record-setting settlements and judgments and compelled the correction of innumerable unlawful practices.

SHAREHOLDERS & ASSOCIATE ATTORNEYS

Scott Edward Cole, founder and shareholder of Cole & Van Note, has extensive leadership experience prosecuting class action cases in federal and state courts nationwide. Over a legal career spanning nearly 35 years, Mr. Cole has authored numerous scholarly publications and serves as highly regarded guest lecturer on issues surrounding class action procedures and negotiation theory. Mr. Cole has been responsible for shaping the law in trial and appellate courts for decades, authored the book "Fallout" and is available to serve as a mediator of class action disputes.

Credentials: Admitted, State Bar of California, 1992. University of San Francisco School of Law, J.D., 1992. President, University of San Francisco Labor & Employment Law Society. San Francisco State University, B.A., Speech Communications (Individual Major in Rhetoric), 1989, Minor Study in Business Administration, 1989. Admitted, United States District Court for all California Districts, the United States District Court of Colorado, the Western District Court of Michigan, etc. Admitted, United States Court of Appeals (6th, 9th and 10th Circuits). Additionally, Mr. Cole is a former National Association of Securities Dealers Registered Representative (Series 7 licensed) and is/has been a member of the Association of Trial Lawyers of America, California Lawyers Association, California Employment Lawyers Association, American Bar Association, Alameda County Bar Association (e.g., Vice Chair of ACBA's Labor & Employment Law Section Executive Committee), National Employment Lawyers Association and a U.S. Delegate to the InterAmerican Meeting of Labor and Trade Union Lawyers, Havana, Cuba (March 2012). Mr. Cole is also the author of "Fallout," a published book based upon his experiences litigating in the wake of the 1994 airborne release of toxic chemicals by the Unocal Corporation, and a resource which has been used by several top tier law schools in the curriculum for first year law students.

Laura Van Note, shareholder, is an aggressive and skilled advocate and leads the firm's hiring and career outreach efforts. A 2013 graduate of the University of Missouri, Kansas City School of Law, her practice has focused primarily on class action representation of data breach victims and underpaid workers in employment/civil rights litigation. With a near-perfect track record for results, Ms. Van Note appears in courts across the nation, is licensed in Kansas and Missouri and in numerous federal districts.

Credentials: Admitted, State Bar of California, 2016. Admitted, State Bar of Missouri, 2013. Admitted, State Bar of Kansas, 2015. Admitted, United States District Court for all California Districts, the Eastern District of Wisconsin, District of Kansas, Eastern and Western Districts of Missouri, District of New Mexico, District of Nebraska, District of Colorado and the Northern District of Illinois. University of Missouri, Kansas City School of Law, J.D., 2013 (Order of the Barrister, Dean's List, Captain of the National Trial Advocacy Team, President of the American Constitutional Society for Law and Policy, Teaching Assistant to the Directory of Advocacy). University of Missouri, Kansas City, B.A., History, Minor in French, 2010.

Cortney Szafran, associate attorney, graduated from Stetson University College of Law in 2021 near the top of her class, then completing her LL.M. in the top 2% of her class from the University of California, Los Angeles School of Law. While in school at UCLA, Ms. Szafran also served as Chief Managing Editor of the Journal of Gender & Law. After graduation, she served as a civil defense attorney representing Fortune 500 companies as national counsel in complex litigation including products liability, premises liability and personal injury matters. Ms. Szafran brings a unique perspective and set of skills to the firm's high-profile consumer and employment class action practice.

Credentials: Admitted, State Bar of Florida, 2021. Admitted, United States District Court for the Middle District and Southern District of Florida. Stetson University College of Law, J.D., 2021. University of South Florida, St. Petersburg, B.S., Business Economics (Minor in International Business), *magna cum laude*.

Mark T. Freeman, associate attorney, graduated from Pacific McGeorge School of Law in 2013 near the top of his class. During law school, Mr. Freeman engaged in the McGeorge Trial Advocacy Program (which he completed with Honors) and served as Chief Comment Editor for the McGeorge Law Review. A published author ("BarCram: How To Survive the Last Two Weeks Before You Take (And Pass) the California Bar"), Martindale-Hubbell "AV Preeminent" rated attorney and Certified Mediator, Mr. Freeman is also member of the Consumer Attorneys of California, the Congress of Neutrals and the Contra Costa County Bar Association. At CVN, Mr. Freeman utilizes his vast class action litigation experience in the areas of consumer, employment and data breach law.

Credentials: Admitted, State Bar of California, 2013. Admitted, State Bar of Texas, 2025. Admitted, District of Columbia Bar, 2025. Admitted, United States District Courts for the Northern, Central and Eastern Districts of California. Admitted, 9th Circuit Court of Appeals. Pacific McGeorge School of Law, J.D., 2013 (Order of the Coif; McGeorge Law Review). Saint Mary's College of California, B.A. in Economics and Minor in English & Creative Writing (Honors: Br. U. Jerome Griffin Award at Graduation (highest award in School of Econ. and Business)), 2010.

Joseph Muse, associate attorney, graduated from the University of Wisconsin Law School, where he was a recipient of the Law-in-Action full-tuition scholarship and earned a spot on the Dean's Honor List. While at the University of Wisconsin, Joseph advocated for consumers at the University of Wisconsin Consumer Law Clinic and at the Wisconsin Office of the Commissioner of Insurance. Joseph is admitted to the state bars of California and Wisconsin.

Credentials: Admitted, State Bar of California, 2025. Admitted, State Bar of Wisconsin, 2025. University of Wisconsin Law School, J.D., 2025. St. John's College, B.A. in Liberal Arts, 2016.

Ram Bhadra, associate attorney, graduated from University of California, College of the Law, San Francisco (Formerly UC Hastings) with a concentration in Technology Law. While in school at UC Law SF, Mr. Bhadra served as the editor for UC Law SF Science and Technology Journal. Mr. Bhadra also served as the President of the South Asian Law Student's Association and was part of the co-founding team of the 'Belongings Project' startup that won funding from the University of California Big Ideas Competition. After graduation, he worked in the legal team for a Fortune 500 tech company and, thereafter, served as a civil defense attorney representing private clients and the federal government in complex litigation including construction defect, premises liability, data breach and personal injury matters.

Credentials: Admitted, State Bar of California, 2023. Admitted, United States District Court for the Eastern District and Northern District Courts of California. Admitted, United States Bankruptcy Court, California Eastern Bankruptcy Court. University of California, College of the Law, San Francisco (Formerly UC Hastings), J.D., 2022. City University of New York, Hunter College, B.A., Political Science and Women & Gender Studies.

Interim Counsel not listed.

SCHOLARLY PUBLICATIONS

The following represent examples of how CVN has elected to give back and help shape the law though our own articles, opinion pieces and the like – some examples of this including:

The Quest for Class Certification, Employment Law Strategist (Sept. & Oct. 2003).

To Be or Not to Be a Penalty: Defining the Recovery Under California's Meal and Rest Period Provisions, Golden Gate U. L. Rev. (Spring 2005).

To Certify or Not to Certify: A Circuit-By-Circuit Primer of the Varying Standards for Class Certification in Actions under the Federal Labors Standards Act, B.U. Pub. Int. L.J. (Spring 2004).

Kullar v. Footlocker Retail, Inc.: A New Standard for Class Action Settlement Approval, CELA Bulletin (April 2009).

Ninth Circuit Provides Much Needed Guidance on Evidentiary Burdens in Overtime Misclassification Litigation, CELA Bulletin (May 2009).

Putting the "Rest" Back in Rest Break, Alameda County Bar Association - Labor & Employment Section News (Autumn 2009).

Barristers to Blogs: Softening Ethical Restrictions in the Digital Age, Los Angeles Daily Journal (June 14, 2010).

LEAD COUNSEL APPOINTMENTS

CVN has held numerous court-appointed sole-leadership and co-leadership positions in state and federal courts across the nation. Recent lead counsel appointments, *limited to the area of data breach litigation*, include:

1. <u>In Re: Rackspace Data Security Litigation</u>, No. SA-22-cv-01296-XR (W.D. Tex.) (court appointed sole lead class counsel)
2. <u>Henderson v. Reventics, LLC</u>, Case No. 1:23-cv-00586-MEH (D. Colo.) (court appointed co-lead class counsel)
3. <u>Hinds v. Community Medical Centers, Inc.</u>, Case No. STK-CV-UNPI-2021-10404 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead class counsel)

4. Tsvetanova v. UCSD Health, Case No. 37-2021-00039888-CU-PO-CTL (Super. Ct. Cal. San Diego Cnty.) (court appointed co-lead class counsel)
5. Fedorys v. Ethos Group Inc., Case No. 3:22-cv-2573-M (N.D. Tex.) (court appointed co-lead class counsel)
6. Moreland v. 1st Franklin Financial Corporation, Case No. 2:23-cv-00038-SCJ (N.D. Ga.) (court appointed co-lead class counsel)
7. Domitrovich v. MC Dean, Inc., Case No. 1:23-cv-00210-CMH-JFA (E.D. Va.) (court appointed co-lead class counsel)
8. Deevers v. Wing Financial Services, LLC, Case No. 4:22-cv-00550-CVE-MTS (N.D. Okla.) (court appointed co-lead class counsel)
9. Darrin v. Huntington Ingalls Industries, Inc., Case No. 4:23-cv-00053-JKW-DEM (E.D. Va.) (court appointed co-lead class counsel)
10. Guerrero v. Merritt Healthcare Holdings, LLC, Case No. 3:23-cv-00389-MPS (D. Conn.) (court appointed co-lead class counsel)
11. Prutsman v. Nonstop Administration and Insurance Services, Inc., Case No. 3:23-Cv-01131-VC (N.D. Cal.) (court appointed co-lead class counsel)
12. In re DISH Network Data Security Incident Litigation, Case No. 1:23-cv-01168-RMR-SBP (D. Colo.) (court appointed co-lead class counsel)
13. Byers v. OrthoAlaska, LLC, Case No. 3:23-cv-00243-SLG (D. Alaska) (court appointed co-lead class counsel)
14. Tambroni v. WellNow Urgent Care, P.C., Case No. 1:24-cv-01595 (N.D. Ill.) (court appointed co-lead class counsel)
15. Dryden v. Tri Counties Bank, Case No. 23CV03115 (Super. Ct. Cal. Butte Cnty.) (court appointed co-lead class counsel)
16. Brett v. Valley Mountain Regional Center, Case No. STK-CV-UPl-2024-0005025 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead class counsel)
17. Cordell v. Patelco Credit Union, Case No. 24CV082095 (Super. Ct. Cal. Alameda Cnty.) (court appointed co-lead class counsel)
18. Skillings v. Access Sports Medicine and Orthopedics, Case No. 218-2024-CV-01086 (Super. Ct. New Hampshire Rockingham Cnty.) (court appointed co-lead class counsel)
19. Woodard v. Atlanta Women's Health Group, P.C., Case No 24EV001838H (State Ct. Georgia Fulton Cnty.) (court appointed co-lead class counsel)
20. In Re: Cleveland Brothers Data Incident Litigation, Case No. 1:23-cv-00501-JPW (M.D. Penn.) (court appointed co-lead class counsel)

21. Hahn v. Phoenician Medical Center, Inc., Case No. CV2023-010982 (Super. Ct. Az. Maricopa Cnty.) (court appointed executive committee chair)
22. Daley v. Risas Holdings, LLC, Case No. CV-24-00789-PHX-SMM (D. Az.) (court appointed lead counsel)
23. Shweiki v. Donor Network West, Case No. C20-00073 (Super. Ct. Cal. Contra Costa Cnty.) (court appointed lead counsel)
24. Lowrey v. Community Psychiatry Mgt., LLC, Case No. 2:23-cv-00185-TLN-DB (E.D. Cal.) (court appointed co-lead class counsel)
25. In Re: Blackhawk Network Data Breach Litig., Case No. 3:22-cv-07084-CRB (N.D. Cal.) (court appointed co-lead class counsel)
26. In re Dropbox Sign Data Breach Litigation, Case No. 4:24-cv-02637-JSW (N.D. Cal.) (court appointed co-lead class counsel)
27. Bujok v. MC2 Data, LLC, Case No. 0:24-cv-61864-LEIBOWITZ (S.D. Fla.) (court appointed co-lead class counsel)
28. Francisco v. Diligent Acquisitions LLC, Case No. 4:24-cv-04468 (S.D. Tex.) (court appointed co-lead class counsel)
29. Oliver v. Jewish Home Lifecare, Index No. 157811/2024 (N.Y. Sup. Ct., N.Y. County, Index No. 157811/2024) (court appointed co-lead class counsel)
30. Hunt v. Charlston Area Medical Center, Inc., Case No. 2:25-cv-00113 (S.D. W.V.) (court appointed co-lead class counsel)
31. Creutz v. Carespring Health Care Management LLC, Case No. 1:24-cv-00447 (S.D. Ohio) (court appointed co-lead class counsel)
32. Ceballos v. Tri-City Medical Center ASC Operators LLC, Case No. 24CU017568C (Super. Ct. Cal. San Diego Cnty.) (court appointed co-lead class counsel)
33. Lunsford v. Maryhaven, Inc., Case No. 25CV003753 (Ct. of Common Pleas, Franklin Cnty. Ohio) (court appointed co-lead class counsel)
34. Rice v. California Cancer Associates for Research and Excellence, Inc., Case No. 5:25-cv-01636 (C.D. Cal.) (court appointed co-lead class counsel)
35. In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation, Case 25-3-21664-1 KNT (Wash. Sup. Ct., King Cnty.) (court appointed co-lead class counsel)
36. Bobo, et al. v. Krispy Kreme Doughnut Corp., Case No. 3:25-CV-00434 (W.D. N.C.) (court appointed co-lead class counsel)
37. Hammon, et al. v. Omni Healthcare Financial Holdings, Case No. 3:25-CV-00263 (W.D. N.C.) (court appointed co-lead class counsel)
38. Smith v. Monterey Mushrooms, Case No. 25-cv-08213-BLF (N.D. Cal 2025) (court appointed co-lead class counsel)

39. Poudrier v. Manpower of Lansing, MI, Inc., Case No. 1:25-cv-00956-PLM-PJG (W.D. Mi. 2025) (court appointed co-lead class counsel)
40. Miller v. Mercer Health, et al., Case No. 25-CIV-037 (Common Ct. of Pleas, Mercer Cnty. Ohio) (court appointed co-lead class counsel)
41. Parks v. Rural Health Services, Inc., Case No. 2025CP0201622 (So. Carolina, Aiken Cnty, Common Pleas) (court appointed co-lead class counsel)
42. Orrantia v. S.V.D.P. Management, Inc., Case No. 25CU048774C (Super. Ct. Cal., San Diego Cnty.) (court appointed co-lead class counsel)
43. Walker v. Wayne Memorial Hosp. Auxiliary, Inc., Case No. SUCV2025000245 (Ga., Wayne Cnty) (court appointed co-lead class counsel)
44. In re Methodist Home Care Data Incident Litigation, Case No. CV2025-904388.00 (Cir. Ct. Jefferson Cnty., Ala.) (court appointed co-lead class counsel)
45. Smith v. People Encouraging People, Inc., Case No. C03CV25004865 (Cir. Ct. Baltimore Cnty., Md.) (court appointed co-lead class counsel)
46. Marshall v. Beverly Hills Oncology Medical Group, Inc., Case No. 25STCV32124 (Super. Ct. Cal., Los Angeles Cnty.) (court appointed co-lead class counsel)
47. Debt Cleanse Group Legal Services, LLC v. Goto Technologies USA, Inc. *et al*., Case No. 1:22-cv-12047 (D. Mass.) (court appointed co-lead class counsel)
48. McMullin v. Goshen Medical Ctr., Inc., Case No. 25CV002105-300 (N.C. Super. Ct. Duplin County) (court appointed co-lead class counsel)
49. In re Cerner/Oracle Data Breach Litig., Case No. 25-cv-00259 (W.D. Mo.) (court appointed co-lead class counsel)
50. Wade v. Cumberland Country Hospital Assn., Inc., Case No. 25-CI-00034 (Ky. Cir. Ct. Cumberland) (court appointed co-lead class counsel)
51. McCauley v. Torhoerman Law LLC, Case No. 1:25-cv-15209 (N.D. Ill.) (court appointed co-lead class counsel)
52. Prakash v. Nelson Worldwide, LLC, Case No. 0:26-cv-01957 (D. Minn.) (court appointed co-lead class counsel)
53. Bell v. Pacific Imaging Management, LLC, Case No. 25CV-0597 (Super. Ct. Cal., San Luis Obispo Cnty.) (court appointed co-lead class counsel)
54. Rochet v. Monroe University, LTD, Case No. 800573/2026E (Supreme Ct., New York, Bronx Cnty.) (court appointed co-lead class counsel)
55. Ross v. Couve Healthcare Consulting LLC D/B/A Evergreen Healthcare Group, Case No. 3:26-cv-05210 (W.D. Wa.) (court appointed co-lead class counsel)
56. O'Connor v. Drivestream, Inc., Case No. 1:26-cv-00865 (E.D. Va.) (court appointed co-lead class counsel)

57. Widmia v. Nike, Inc., Case No. 3:26-cv-00426 (D. Or.) (court appointed co-lead class counsel)
58. Brown v. Banner Capital Bank, Case No. 7:26-cv-05008-JFB-RCC (D. Ne.) (court appointed co-lead class counsel)
59. Balzer v. Serviceaide, Inc., Case No. 625615/2025 (Supreme Ct., New York, Nassau Cnty.) (court appointed co-lead settlement class counsel)
60. Hamilton v. Clement Manor, Inc., Case No. 2026CV002185 (Wisconsin Circuit Ct., Milwaukee Cnty.) (court appointed co-lead class counsel)

Note that CVN has held sole lead and/or co-leadership roles in hundreds of additional complex litigation matters. Please contact our firm for additional leadership information.

EXEMPLAR COMPLEX & CLASS ACTION CASES

CVN's attorneys have represented tens of millions of individuals in legal disputes across hundreds of class action/complex litigation cases around the nation. For well over three decades, CVN's legal team has amassed extensive experience litigating data breach, wage and hour, environmental, and other personal injury and commercial cases. Today, the firm almost exclusively prosecutes multi-state data breach and other consumer-oriented class actions.

Drawing from various areas of law, and by no means an exhaustive list, examples of the range of CVN's practice include unique matters such as:

<u>Augustus/Davis v. ABM Security Services, Inc. (American Commercial Security Service, Inc.)</u>
Superior Court of California, County of Los Angeles, Case No. BC336416; 2 Cal.5th 257 (2016)
Our firm filed this action for violations of California law for denial of meal and rest periods toward security guards. The action achieved class certification status in 2009. Following summary judgment proceedings, a judgment of over $89 million was entered against the defendant(s). The judgment hinged on the issue of whether "on-duty" rest breaks were legally sufficient. After the Court of Appeal ruled against Plaintiffs on the issue, the case went to the California Supreme Court where Plaintiffs prevailed and, in so doing, created a new legal standard clarifying that "on-duty" rest breaks are invalid. After 12 years of litigation, successful summary judgment and substantial appellate work, this matter resolved for $110 million.

<u>Bower v. Steel River Systems LLC</u>
Illinois Fourteenth Judicial Circuit Court (Whiteside County), Case No. 2023-LA-000006
This action arose out of Steel River Systems' 2022 data breach which affected numerous consumers and/or employees. This action settled for an undisclosed amount.

<u>Brett v. Valley Mountain Regional Center</u>
Superior Court of California, County of San Joaquin, Case No. STK-CV-UPl-2024-0005025
This action arose out of Valley Mountain's 2023 data breach which affected 17,000 patients of Defendant's facilities. Cole & Van Note was appointed co-lead class counsel.

<u>Bulow v. Wells Fargo Investments, LLC</u>
United States District Court (N.D. Cal.), Case No. 3:06-CV-7924
This matter was filed as a nation-wide class action against Wells Fargo Investments, on behalf of its Financial Consultants to recover overtime pay, compensation for denied meal and rest periods (California only) and reimbursement for business-related service and supply expenses (California only). This matter settled for $6.9 million.

Byers v. OrthoAlaska, LLC
United States District Court (D. Alaska), Case No. 3:23-cv-00243-SLG
This action arose out of OrthoAlaska's massive data breach which affected countless patients, consumers and/or employees. Cole & Van Note was court-appointed as co-lead class counsel.

Cano v. United Parcel Service, Inc.
Superior Court of California, County of Alameda, Case No. RG03089266
This wage and hour complex litigation matter involved the alleged misclassification of overtime non-exempt Operations Management Specialists, Operational Excellence Specialists and Industrial Engineering Specialist at this company's California facilities. This action settled for $4.5 million.

Chaidez v. Odwalla, Inc.
Superior Court of California, County of San Mateo, Case No. CIV430598
This wage and hour complex litigation matter involved the alleged misclassification of overtime non-exempt California Route Sales Representatives. CVN served as primary counsel for this proposed class of employees. This action settled for $2.2 million.

CKE Overtime Cases
Superior Court of California, County of Los Angeles, Case No. BC283274 (JCCP No. 4274)
This class action was brought against fast food chain Carl's Jr. for violations of California's overtime laws on behalf of the company's California restaurant chain Managers. The coordinated litigation provided a settlement fund of $9.0 million.

Cordell v. Patelco Credit Union
Superior Court of California, County of Alameda, Case No. 24CV082095
This action arose out of the well-publicized 2024 data breach and denial of service impacting well over 1,000,000 Patelco customers. As a result of the event, Patelco customers were blocked access to their funds and other services for weeks, resulting in myriad types of damages, including rejection of loan applications, damage to their credit and the inability to pay everyday life expenses. Cole & Van Note was appointed co-lead class counsel. The matter settled for $7.25 million (settlement pending).

Darrin v. Huntington Ingalls Industries, Inc.
United States District Court (E.D. Va.), Case No. 4:23-cv-00053-JKW-DEM
This action arose out of Huntington Ingalls' massive data breach. Cole & Van Note was appointed by the court to a co-lead counsel position.

Davis v. Universal Protection Security Systems, Inc.
Superior Court of California, County of San Francisco, Case No. CGC-09-495528
Our firm filed a claim in 2009 against Universal Protection Security Systems, Inc. for violations of California law for denial of meal and rest periods toward security guards. This case settled under Cole & Van Note's sole leadership for $4 million.

Deevers v. Wing Financial Services, LLC
United States District Court (N.D. Okla.), Case No. 4:22-cv-00550-CVE-MTS
This action arose out of Wing Financial's 2022 data breach which affected numerous loan consumers. Cole & Van Note was appointed co-lead class counsel.

Despres (Cornn) v. United Parcel Service, Inc.
United States District Court (N.D. Cal.), Case No. 3:03-CV-02001
This wage and hour class action litigation was brought to remedy violations of meal and rest period regulations on behalf of the company's California ground delivery drivers. CVN served as co-counsel for the certified class of drivers. This action settled for $87 million, an unprecedented settlement amount at the time for such claims.

Domitrovich v. MC Dean, Inc.
United States District Court (E.D. Va.), Case No. 1:23-cv-00210-CMH-JFA
This action arose out of MC Dean's 2021 data breach which affected 45,000 employees. Cole & Van Note was appointed co-lead class counsel.

Dryden v. Tri Counties Bank
Superior Court of California, County of Butte, Case No. 23CV03115
This action arose out of Tri Counties' 2023 data breach which affected nearly 75,000 consumers. Cole & Van Note was appointed co-lead class counsel.

Escow-Fulton v. Sports and Fitness Clubs of America dba 24 Hour Fitness USA, Inc.
Superior Court of California, County of San Diego County, Case Nos. GIC881669/GIC873193)
Our firm filed this class action on behalf of the company's California "Group X" Instructors to recover regular and overtime pay, related penalties and un-reimbursed expenses. The action achieved class certification status in 2009. In 2011, the parties agreed to a partial settlement (of the expense reimbursement claims) for $10 million. The parties then filed cross-motions for summary adjudication and, on August 2, 2011, the court issued an Order finding 24 Hour Fitness' session rate compensation scheme to be an invalid piece rate. The parties then agreed to settle the unpaid wage claims for another $9 million, for a total judgment of $19 million. This was an industry changing case that helped define "piece rate" standard under California law.

Fedorys v. Ethos Group, Inc.
United States District Court (N.D. Tex.), Case No. 3:22-cv-02573-M
This action arose out of Ethos Group's 2022 data breach which affected at least 267,000 consumers. Cole & Van Note was appointed co-lead class counsel.

Guerrero v. Merritt Healthcare Holdings, LLC
United States District Court (D. Conn.), Case No. 3:23-cv-00389-MPS
This action arose out of Merritt Healthcare's 2022 data breach which affected over 77,000 patients. Cole & Van Note was appointed co-lead class counsel.

Hakeem v. Universal Protection Service, LP
Superior Court of California, County of Sacramento, Case Nos. 34-2020-00286228-CU-OE-GDS; 34-201900270901-CU-OE-GDS
After an exhaustive multi-year process including venue transfer, consolidation, migration of litigants from one case to the other, multiple appeals and, generally, extremely hard-fought litigation, these two security guard class actions achieved a consolidated judgment under Cole & Van Note's sole leadership for $10 million.

Head v. Regal Medical Group, Inc.
Superior Court of California, County of Los Angeles, Case No. 23STCV02939
This action arose out of this health care group 2023 data breach which affected roughly 3.3 million patients. Cole & Van Note served as the lead firm. The matter settled for $50 million.

Henderson v. Reventics, LLC
United States District Court (D. Colo.), Case No. 1:23-cv-00586-MEH
This action arose out of Reventics' massive 2022 data breach which affected over four million patients, consumers and employees. Cole & Van Note was appointed co-lead class counsel. The matter settled for $8.15 million.

Hinds v. Community Medical Centers
Superior Court of California, County of San Joaquin, Case No. STK-CV-UNPI-2021-0010404
This action arose out of Community Medical Centers' massive 2021 data breach which affected countless patients, consumers and/or employees. After reviewing competing requests for leadership over these consolidated actions, Cole & Van Note was appointed by the court to a co-lead counsel position. This action resulted in a multi-million-dollar judgment.

In re Apple Inc. Device Performance Litigation
United States District Court (N.D. Cal.), Case No. 5:18-md-02827-EJD
Following Apple's December 2017 admission that it throttled back performance of its iPhones (versions 6, 6 Plus, 6s, 6s Plus, SE, 7 and 7 Plus) to mask the problem of defective batteries and unexpected iPhone shut-downs, Cole & Van Note filed a class action to recover damages for consumers nationwide. Cole & Van Note served on the Plaintiffs' Steering Committee. This action settled for $500 million.

In re DISH Network Data Security Incident Litigation
United States District Court (D. Colo.), Case No. 1:23-cv-01168-RMR-SBP
This action arose out of DISH Network's massive data breach which affected over 300,000 workers. Cole & Van Note was appointed by the court to a co-lead counsel position.

In re Dropbox Sign Data Breach Litigation
United States District Court (N.D. Cal.), Case No. 4:24-cv-02637-JSW
This action arose out of Dropbox's massive data breach. Cole & Van Note was appointed by the court to a co-lead counsel position.

In re Rackspace Security Litigation

United States District Court (W.D. Tex.), Case No. SA-22-cv-01296

This action arises out of Rackspace Technology's 2022 massive ransomware event which shut down functionality for tens of thousands of individuals and businesses across the Unites States and overseas. Cole & Van Note served as court-appointed sole lead counsel for the nationwide class and representative plaintiffs from over 30 states.

In re Tosco SFR Litigation

Superior Court of California, County of Contra Costa, Case No. C97-01637

During incidents in April 1997 and January 1998, the Tosco Refinery in Rodeo, California released tons of airborne toxic chemicals. These harmful substances traveled into neighboring communities, seriously affecting the health of citizens and local workers. CVN served as Lead Counsel in this complex litigation and represented thousands of members of the community in that role. The multi-million-dollar fund created through this litigation under Cole & Van Note's sole leadership was disbursed among thousands of claimants and significantly change practices at this refinery ever since.

In re Unocal Refinery Litigation

Superior Court of California, County of Contra Costa, Case No. C94-04141

In response to Unocal's 16-day airborne release of chemicals over the County of Contra Costa in 1994, CVN filed a class action against the corporation on behalf of thousands of victims and thereafter served as one of a handful of firms (among dozens of law firms of record) on the Plaintiffs' Steering Committee. After hard-fought litigation, the matter eventually settled for $80 million. This litigation, Mr. Cole's efforts to commence it and his grassroots work and exposure of the toxic event to the media provide the backdrop for Mr. Cole's book, "Fallout," published in 2018 (2605 Media LLC). In the end, the impact of this litigation was sweeping, substantially changing practices at this refinery and industry regulations, helping to establish a toxic release community monitoring system that spawned similar systems across the nation, establishing parks, improved roadways and an unprecedented community-industry Good Neighbor agreement.

In re Walgreen Co. Wage and Hour Litigation

United States District Court (C.D. Cal.), Case No. 2:11-CV-07664

Our firm served as court-appointed Lead Counsel after an adversarial hearing process in this consolidated action of nine lawsuits bringing a variety of wage and hour claims on behalf of California workers. The case settled under Cole & Van Note's sole leadership for $23 million.

In re Westley Tire Fire Litigation

Superior Court of California, County of Santa Clara, Case No. CV 801282

On September 22, 1999, lightning struck and ignited a pile of approximately 7 million illegally stored waste tires in Westley, California, a town about 70 miles east of San Francisco. Over the subsequent five weeks, the fire spewed smoke and carcinogens over a large portion of the State of California. CVN served as the (sole) Lead and (shared) Liaison Counsel over a Plaintiffs' Steering/Management Committee in the consolidated actions against the owners and operators of this tire pile and related entities. These cases sought compensation for those individuals and businesses suffering personal and/or property damages as a result of these toxic substances and the fire's fall-out. In 2001, CVN reached a settlement with one defendant (CMS Generation Co.) for $9 million. In 2003, the Court granted final approval of the settlement. In 2005, two of the remaining defendants settled for roughly $1.4 million (over $10 million aggregate).

Kullar v. Foot Locker, Inc.
Superior Court of California, County of San Francisco, Case No. CGC-05-447044; 168 Cal.App.4th 116 (2008)
This class action was brought on behalf of California employees allegedly forced to purchase shoes of a distinctive color or design as a term and condition of their employment and in violation of state law. After the Court approved a multi-million settlement, two separate appeals challenged the settlement, but the Court of Appeal affirmed the trial court's judgment. This oft-cited case established in California what's now known as the "*Kullar standard*" for court approval of class action settlements.

Kurihara v. Best Buy Co., Inc.
United States District Court (N.D. Cal.), Case No. C 06-01884 MHP (EMC)
This class action was brought on behalf of Best Buy's California employees against this chain retailer for violations of California law (for denial of meal and rest periods). This case was granted class certification and Cole & Van Note then settled it for $5 million following an oft-cited ruling which clarified the distinction between class composition and entitlement to a recovery.

Lett v. TTEC
United States District Court (N.D. Cal.), Case No. 3:22-cv-00018
This action arose out of TTEC Service Corporation's massive data breach in 2021 which affected countless patients, consumers and employees. CVN helped negotiate a $2.5 million settlement for the class of victims.

Mambuki v. Securitas Security Services USA, Inc.
Superior Court of California, County of Santa Clara, Case No. 1-05-CV-047499 (JCCP No. 4460)
Our firm filed a claim against this defendant for violations of California law (for denial of meal and rest periods) on behalf of the company's California-based security guards. This coordinated proceeding settled in 2008 for $15 million.

Mendoza v. CaptureRx
United States District Court (W.D. Texas), Case No. 5:21-CV-00523-OLG
This class action against NEC Networks, LLC, d/b/a CaptureRx ("CaptureRx"), as well as Rite Aid and Community Health Centers of the Central Coast arising out of the massive data breach in 2021 which affected a minimum of 1.6 million people. The hacked information included sensitive personally identifiable information and personal health information. These consolidated cases settled in 2022 for a total value of over $4.75 million.

Moreland, et al. v. 1st Franklin Financial Corporation
United States District Court (N.D. Ga.), Case No. 2:23-cv-00038-SCJ
This action arose out of 1st Franklin Financial's 2022 data breach affecting this company's loan consumers. Cole & Van Note was appointed co-lead class counsel.

O'Brien v. Edward D. Jones & Co., LP
United States District Court (N.D. Ohio), Case No. 1:08-CV-00529
We filed a nation-wide (and New York State) class action against this financial securities company on behalf of the company's financial services representatives to recover overtime pay and related penalties. CVN served on a Lead Counsel Committee in this action, which settled in 2007 for $19 million.

Onyeige v. Union Telecard Alliance, LLC
United States District Court (N.D. Cal.), Case No. 3:05-CV-03971; MDL No. 1550
Our firm filed an action against Union Telecard Alliance, LLC alleging negligent misrepresentation and deceptive advertising practices related to its marketing of pre-paid telephone calling cards. This action settled for $22 million.

Prutsman v. Nonstop Administration and Insurance Services, Inc.
United States District Court (N.D. Cal.), Case No. 3:23-cv-01131-VC
This action arose out of Nonstop's massive 2022 data breach which affecting consumers, employees and health care affiliates. Cole & Van Note was appointed co-lead class counsel.

Ramirez v. The Coca Cola Company
Superior Court of California, County of San Bernardino, Case No. RCV 056388 (JCCP No. 4280)
This was one of two companion actions CVN prosecuted against this soft drink giant for violations of California's overtime laws. This action was brought on behalf of over 4,000 hourly workers at the company's bottling, distribution and sales centers who were allegedly forced to work "off-the-clock" for Coca Cola and/or whose time records were ordered modified by the company. This well-publicized action resolved under Cole & Van Note's leadership for $12 million.

Riordan v. Western Digital Corp.
United States District Court (N.D. Cal.), Case No. 5:21-CV-06074
This action arose out of the well-publicized widespread criminal data deletion of consumer hard drives in 2021. According to the lawsuit, the company knew of vulnerabilities in, at least, six of its products for years which, ultimately, led to the erasure of data for countless purchasers of these products. CVN served as sole counsel for the victims.

Roman/Toussaint v. HanesBrands, Inc.
United States District Court (M.D. N.C.), Case No. 1:22-cv-00879-LCB-LPA
This case involved a data breach of HanesBrands' network system in which worker information was accessed and/or reviewed by cybercriminals.

Tambroni v. WellNow Urgent Care, P.C.
United States District Court (N.D. Ill.), Case No. 1:24-cv-01595
This action arose out of WellNow's 2023 data breach affecting over 400,000 patients. Cole & Van Note was appointed co-lead class counsel.

Thomas v. Cal. State Auto. Assoc.
Superior Court of California, County of Alameda, Case No. CH217752
Our firm filed this class action litigation on behalf of all California claims adjusters working for CSAA after mid-January 1997. This lawsuit alleged that, during those years, CSAA mis- classified these workers as exempt "administrators" and refused to pay them for overtime hours worked. This lawsuit settled for $8 million for nearly 1,200 workers.

Tierno v. Rite Aid Corporation
United States District Court (N.D. Cal.), Case No. 3:05-CV-02520
Our firm filed this action against Rite Aid Corporation on behalf of its salaried California Store Managers. It was alleged that defendant, purportedly the nation's third largest drug store chain, failed to pay overtime to those workers and denied them their meal and rest periods. In 2006, the federal court certified the class in this action, and approved a hard-fought settlement, achieved under Cole & Van Note's sole leadership, of $6.9 million.

Tsvetanova v. Regents of the University of California, dba U.C. San Diego Health
Superior Court of California, County of San Diego, Case No. 37-2021-00039888-CU-PO-CTL
This action arose out of U.C. San Diego Health's massive data breach between December 2020 and April 2021 which affected countless patients, consumers and employees. After reviewing numerous requests for leadership over these consolidated actions, Cole & Van Note was appointed by the court to a co-lead class counsel position.

Witriol v. LexisNexis
United States District Court (S.D. Cal.), Case No. 3:06-CV-02360
Our firm filed an action against this company for its unlawful disclosure of private credit, financial and/or other personal information. This litigation, resolved by Cole & Van Note, provided a settlement fund of $2.8 million.

CVN has also served/serves in other types of leadership positions (e.g., Executive Committees, Plaintiffs' Steering Committees, Liaison Counsel) in numerous other data breach cases and in sole counsel roles in dozens more—actions currently pending in state and federal courts across the majority of U.S. states.

APPELLATE EXPERIENCE

CVN has substantial appellate experience, merely highlighted by some examples below. For other appellate and/or unreported opinions and/or a list of matters currently on appeal, please contact our firm.

Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th 257 (Case No. S224853)

Baddie v. Berkeley Farms, Inc. (9th Cir. 1995) 64 F.3d 487 (Case No. 93-17187)

Bland v. Urology of Greater Atlanta (2025) 64 F.3d 487 (Cal. Ct. of Appeals Case No. 93-17187)

Bland v. Urology of Greater Atlanta, LLC (Ga. Ct. App., Case No. A25A1133)

Bradford v. Asian Health Services (9th Cir. 2025) Case No. 24-3702

Dunbar v. Albertson's, Inc. (2006) 141 Cal.App.4th 1422 (First Dist., Division 1, Case No. A111153)

Gonzalez v. El Centro del Barrio (5th Cir. 2025) Case No. 25-50092

In re Certified Tire and Service Centers Wage and Hour Cases (2018) 28 Cal.App.5th 1 (Cal. Ct. of Appeals, Fourth Dist., Division 1, Case No. A086407)

Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116 (Case No. A119697)

Montano v. The Wet Seal Retail, Inc. (2015) 232 Cal.App.4th 1214 (Cal. Ct. App. 2015)

O'Hara v. Factory 2-U Stores, Inc., 2003 WL 22451991 (Cal. Ct. of Appeals, First District, Division 4, Case No. A101452)

Taylor v. Park Place Asset Management (1999) (Cal. Ct. of Appeals, First Dist., Division 5, Case No. A086407)

Whiteway v. Fedex Kinko's Office and Print Services (9th Cir. 2009) 319 Fed.Appx. 688 (Case No. 07-16696)

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA

MICHAEL SWEAT, individually, and on behalf of all others similarly situated, Plaintiff, v. NUCOR CORPORATION, Defendant.	**Case No: 3:25-cv-00478-MOC-SCR**

PLAINTIFF MICHAEL SWEAT'S DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF ATTORNEY'S FEES, COSTS AND SERVICE AWARD

I, Michael Sweat, declare under penalty of perjury that the following statements are true:

1. I am over the age of 18 and am the named Plaintiff in this above-captioned matter and proposed class action against Defendant Nucor Corporation ("Nucor" or "Defendant").

2. I make these statements based on personal knowledge and would so testify if called as a witness at trial. I make this Declaration in Support of Plaintiff's Motion for Approval of Attorneys' Fees, Costs, and Service Award.

3. I provided my personal information to Defendant in connection with my relationship with Nucor.

4. On or about June 24, 2025, I received Notice from Defendant informing me that Nucor had identified a cybersecurity incident involving unauthorized third-party access to certain data contained in information technology systems used by Nucor. The Notice stated that, between May 3, 2025 and May 13, 2025, an unauthorized third party accessed and acquired certain data

stored in the Nucor environment. The Notice further informed me that the data accessed and acquired may have included my driver's license number and date of birth.

5. Since receiving the Notice, I have spent time reviewing the information provided to me regarding the Data Incident and considering the potential risk that my personal information could be misused. The potential misuse of my personal information was concerning to me, particularly because the information involved included sensitive identifying information.

6. While I am aware that data breaches are increasingly common, this matter was different because I was specifically notified that my personal information may have been accessed and acquired by an unauthorized third party. That concern is part of why I was willing to protect myself and others by pursuing this case.

7. After receiving Notice from Defendant, I initiated contact with my attorneys regarding the Data Incident in which my personal information was potentially exposed to unauthorized individuals and subsequently commenced this lawsuit against Defendant. I also entered into a written representation agreement with my attorneys. The main purpose of the lawsuit is to address what I believe to be Defendant's failure to adequately protect the personal information it maintained about me and other similarly situated individuals.

8. Before commencing this lawsuit, my attorneys informed me of the responsibilities of a Class Representative. I understand these responsibilities include assuming fiduciary responsibility to prosecute the lawsuit on behalf of absent Class Members, making the decision to initiate the lawsuit, assisting with discovery, including potentially sitting for a deposition, and, if the class were certified and the case proceeded, assisting with trial, including appearing and testifying in Court and working with Class Counsel on behalf of absent Class Members. I am

willing and prepared to put the interests of absent Class Members before my own and seek an outcome that is in the best interest of absent Class Members.

9. Through my attorneys, I reviewed the complaint and other filings and had the opportunity to provide input and feedback.

10. I discussed this matter with my attorneys to assist in the investigation and prosecution of the case before and after it was filed. I made myself available during the settlement process and communicated with my attorneys regarding the proposed resolution.

11. I estimate that I spent at least 10 hours addressing the Data Incident, communicating with my attorneys, reviewing case-related documents, discussing the settlement, and otherwise assisting my attorneys with this case.

12. To my knowledge, I have no interest that is not in line with the Class Members, who I understand are people who also had their personal information potentially accessed and acquired in connection with the Data Incident.

13. To my knowledge, I have no conflict of interest with my attorneys or the other Class Members.

14. I consulted with my attorneys regarding the risks and expenses of continued litigation through trial and possible appeal, as well as the benefits provided by the proposed Settlement Agreement. My attorneys have kept me informed of the status of the litigation, particularly regarding the settlement process, settlement discussions, and the proposed Settlement.

15. I reaffirm my commitment to prosecute this case and assist my attorneys for the benefit of absent Class Members.

16. I believe the terms of the proposed Settlement are fair and reasonable. I also agree that I should be provided with a $2,000 Service Award for being the Class Representative. This seems like fair compensation for the work I put into the case, the time I spent assisting my attorneys, and the responsibility I accepted by serving as the named Plaintiff in this lawsuit.

17. There are no side agreements, and I am not receiving any special benefits through this Settlement as a result of my position as Class Representative.

18. I also completely endorse Class Counsel's request for attorneys' fees and costs and reimbursement of expenses. They took this case on a contingency basis and worked for everyone in the Class. They deserve to be paid for their good work.

19. I support the Settlement and respectfully request that the Court grant Plaintiff's Motion for Final Approval of Class Action Settlement and Plaintiff's Motion for Approval of Attorneys' Fees, Costs, and Service Award.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on 5/21/2026, at Steele, Missouri

Michael Sweat
ID YfRGh5vxyqhpwqk8fMXQ3jqd
Michael Sweat

eSignature Details

Signer ID:	**YfRGh5vxyghpwqk8fMXQ3jqd**
Signed by:	Michael Sweat
Sent to email:	mikeysweat60@gmail.com
IP Address:	96.43.55.30
Signed at:	May 21 2026, 12:02 pm PDT