EXHIBIT 3

SETTLEMENT AGREEMENT

This Settlement Agreement is made as of May 13, 2026, by and between Plaintiffs First Choice Federal Credit Union and Financial Horizons Credit Union (collectively, "Plaintiffs"), on behalf of themselves and the Settlement Class, and Defendant Slim CD, Inc. ("Defendant" or "Slim CD"). By this Settlement, Plaintiffs and Defendant hereby: (i) resolve all Released Claims as against Defendant and Defendant's Released Persons; and (ii) dismiss with prejudice this action, captioned *First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.*, Case No. 2:25-cv-01088-MRH (W.D. Pa.) ("Litigation"), subject to preliminary and final approval by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure.

1. Recitals

1.1 Slim CD is a payment gateway and processing provider for merchants across the United States, handling electronic payment transactions, including those involving credit and debit cards, through web-based terminals and mobile or desktop applications.

1.2 On or about June 15, 2024, Slim CD became aware of suspicious activity in its computer environment. Upon learning of the activity, Slim CD launched an investigation to determine the full nature and scope of the activity. Slim CD engaged, through counsel, a third-party specialist to investigate the incident. The investigation identified unauthorized system access between August 17, 2023, and June 15, 2024. That access may have enabled an unauthorized actor to view or obtain certain credit card information between June 14, 2024, and June 15, 2024. The information which may have been exposed included name, mailing address, payment card number, and payment card expiration date.

1.3 On July 22, 2025, Plaintiffs filed a Class Action Complaint against Slim CD in the United States District Court for the Western District of Pennsylvania (ECF No. 1), seeking damages and other relief and alleging that financial institutions had been injured as a result of the Data Security Incident. The Complaint asserts claims for negligence, negligence *per se*, declaratory and injunctive relief, and unjust enrichment.

1.4 On July 24, 2025, the Court designated the case for placement into the Court's Alternative Dispute Resolution program (ECF No. 6). On October 22, 2025, the Parties filed a Joint Motion to Stay the Litigation pending mediation (ECF No. 16), which the Court granted the same day, administratively closing the case for the duration of the stay without prejudice (ECF No. 17). The Parties thereafter filed a Joint Status Report advising the Court of a scheduled mediation (ECF No. 18).

1.5 Prior to reaching the Settlement, the Parties exchanged information relevant to their respective positions on liability and damages, including information relating to the Data

Security Incident and the Alerted On Payment Cards issued by Plaintiffs and other Settlement Class Members.

1.6 This Settlement resulted from good faith, arm's-length settlement negotiations, including a full-day mediation before Steven R. Jaffe, Esq., on January 15, 2026, and subsequent settlement discussions among the Parties. The Parties executed a binding Term Sheet on January 30, 2026.

1.7 Class Counsel conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in the Settlement. Based on this investigation, and considering the risks, uncertainty, and cost of further prosecution of the Litigation, Class Counsel have concluded that the Settlement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class.

1.8 Slim CD denies any wrongdoing whatsoever, and does not waive any defenses available to it, and this Settlement shall in no event be construed or deemed to be an admission or concession of fault or liability on the part of Slim CD. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Slim CD has agreed to settle the Litigation on the terms set forth in this Settlement Agreement, subject to Court approval.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Litigation be settled, compromised, and dismissed on the merits and with prejudice, subject to preliminary and final approval by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure, on the following terms and conditions:

2. Definitions

2.1 "Alerted On Payment Cards" means any payment card issued in the United States (including debit or credit cards) identified in a card brand notice by Visa, MasterCard, or Discover in connection with the Data Security Incident that is the subject of Plaintiffs' Complaint, including, but not limited to: Visa: US-2024-0663; MasterCard: ADC1104236-US-24-1; and Discover: DCA-USA-2024-1961 and PDCA-USA-2024-12563; in connection with the Data Security Incident.

2.2 "Approved Claim" means a claim for Settlement benefits submitted by a Settlement Class Member using a Claim Form that is found to be valid and in an amount approved by the Settlement Administrator.

2.3 "Claim Form" means the claim form attached as Exhibit D (including an electronic version thereof), or a claim form approved by the Court that is substantially similar to Exhibit D, that a Settlement Class Member must complete and submit by the Claims Deadline in order to be eligible for benefits under the Settlement.

2.4 "Claims Deadline" means ninety (90) days after the Notice Deadline, or such other date as may be set by the Court.

2.5 "Claims Administration" means the distribution of Notice pursuant to the Notice Program, processing of Claim Forms received from Settlement Class Members, and payment of Approved Claims by the Settlement Administrator, as well as any other duties and obligations of the Settlement Administrator, as set forth in this Settlement Agreement.

2.6 "Class Counsel" means:

Joseph P. Guglielmo
SCOTT+SCOTT ATTORNEYS AT LAW LLP
230 Park Avenue, 24th Floor
New York, NY 10169

Gary F. Lynch
LYNCH CARPENTER, LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222

2.7 "Class List" means the list reflecting: (i) the available contact information (*i.e.*, name and mailing or email address) of each financial institution falling within the Settlement Class definition; and (ii) the number of Alerted On Payment Cards issued by each such financial institution.

2.8 "Complaint" means the Class Action Complaint that Plaintiffs filed in the Litigation on July 22, 2025 (ECF No. 1).

2.9 "Costs of Settlement Administration" means all reasonable actual costs and expenses of the Settlement Administrator associated with or arising from the Claims Administration, the Notice Program, and providing notice pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. §1715(b). The Costs of Settlement Administration shall be paid from the Settlement Fund as set forth in this Settlement Agreement.

2.10 "Court" means the United States District Court for the Western District of Pennsylvania.

2.11 "Data Security Incident" means the data security incident announced by Slim CD on or about September 6, 2024, and described in paragraph 1.2 above.

2.12 "Defendant's Counsel" means:

Michael Jervis
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

2.13 "Effective Date" means the first business day after which all of the following events have occurred: (i) Class Counsel and Defendant's Counsel have executed this Settlement Agreement on behalf of their respective clients; (ii) following notice to the Settlement Class, the Court has entered the Final Approval Order and Judgment without material change to either the Parties' Settlement Agreement or agreed-upon proposed Final Approval Order and Judgment, attached hereto as Exhibit E; and (iii)(1) the time for seeking rehearing, appellate, or other review of the Final Approval Order and Judgment has expired with no appeal, motion for rehearing, or motion for further review being filed, except as specifically described further in this definition; or (iii)(2) the Final Approval Order and Judgment is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has expired. The Effective Date shall not be altered, precluded, or delayed in the event the Court declines to approve, in whole or in part, the Fee and Expense Application but otherwise enters a Final Approval Order and Judgment without material change to the remainder of the Settlement Agreement. Further, the Effective Date shall not be altered, precluded, or delayed if an appeal is filed, with the sole issues on appeal being the Fee and Expense Award.

2.14 "Escrow Account" means the interest-bearing account established by Class Counsel into which the Settlement Fund shall be deposited.

2.15 "Escrow Agent" means Huntington National Bank, the bank selected by Class Counsel at which the Escrow Account shall be established.

2.16 "Fee and Expense Application" means Class Counsel's application to the Court for an award from the Settlement Fund of attorneys' fees and reimbursement for payment of reasonable costs and expenses incurred in connection with the Litigation. The Fee and Expense Application may include a request for Service Awards for Plaintiffs.

2.17 "Fee and Expense Award" means the award of attorneys' fees, costs, expenses to Class Counsel and Service Awards for Plaintiffs from the Settlement Fund, as approved by the Court in connection with the Fee and Expense Application.

2.18 "Final Approval" means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Awards to Plaintiffs. If the Court issues separate orders addressing the foregoing matters, Final Approval means the date of the latest such order.

2.19 "Final Approval Hearing" means the hearing at which the Court will consider the motion for Final Approval of the Settlement and the Fee and Expense Application.

2.20 "Final Approval Order and Judgment" means the order and judgment that the Court enters upon Final Approval and in the form of, or materially in the form of, the proposed Final Approval Order and Judgment attached hereto as Exhibit E. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order and Judgment include all such orders.

2.21 "Litigation" means the action styled *First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.*, Case No. 2:25-cv-01088-MRH (W.D. Pa.) in the United States District Court for the Western District of Pennsylvania.

2.22 "Net Settlement Fund" means the Settlement Fund less: (i) Taxes and Tax Expenses; (ii) the Fee and Expense Award authorized by the Court; (iii) any fees of the Escrow Agent; (iv) the Costs of Settlement Administration; and (v) any other fees and expenses authorized by the Court and paid from the Settlement Fund.

2.23 "Notice Deadline" means the date by which the Settlement Administrator is required to commence the Notice Program, which shall be the later of (i) thirty (30) days after entry of the Preliminary Approval Order, or (ii) thirty (30) days after receipt of the Class List from the Parties, unless a different deadline is set by the Court.

2.24 "Notice Program" means the notice plan and methods provided for in this Settlement Agreement and consists of: (i) Email Notice and/or Mail Notice to Settlement Class Members; (ii) Publication Notice (to the extent the Parties deem necessary if direct notice is not feasible); (iii) notice posted on the Settlement Website; and (iv) any other such notice as is required by due process and Rule 23. The Notice Program shall be effected in substantially the manner provided for in this Settlement Agreement.

2.25 "Notices" means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement and in the form of, or materially in the form of, the Long-Form Notice attached hereto as Exhibit B and the Email Notice attached hereto as Exhibit C, .

2.26 "Objection Deadline" means sixty (60) days after the Notice Deadline.

2.27 "Opt-Out Deadline" means sixty (60) days after the Notice Deadline.

2.28 "Parties" means Plaintiffs, individually and on behalf of the Settlement Class, and Defendant.

2.29 "Plaintiffs" means First Choice Federal Credit Union and Financial Horizons Credit Union.

2.30 "Preliminary Approval Order" means the order preliminarily approving the Settlement and, among other things, ordering that Notice be provided to the Settlement Class, and in the form of, or materially in the form of, the proposed Preliminary Approval Order attached hereto as Exhibit A.

2.31 "Pro Rata Share" means, for each Settlement Class Member that submits an Approved Claim, an amount calculated as follows:

$$\mathit{Pro\ Rata\ Share} = \frac{\mathit{Member's\ Alerted\ On\ Payment\ Cards}}{\mathit{Total\ Alerted\ On\ Payment\ Cards\ in\ All\ Approved\ Claims}} \times \mathit{Net\ Settlement\ Fund}$$

2.32 "Released Claims" means any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown (including Unknown Claims, as defined below), existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, administrative, statutory, or equitable, that are, were, or could have been asserted in the Litigation or the Complaint, including, but not limited to, claims that result from, arise out of, are based upon, or relate to the Data Security Incident. Released Claims do not include any claims relating to the enforcement of the Settlement.

2.33 "Released Defendant's Claims" means any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown (including Unknown Claims, as defined below), existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, administrative, statutory, or equitable, arising out of or relating in any way to the institution, prosecution, assertion, settlement, or resolution of the Litigation. Released Defendant's Claims do not include any claims relating to the enforcement of the Settlement.

2.34 "Released Defendant's Persons" means: (i) Slim CD; (ii) each of its respective current and former parents, subsidiaries, affiliated companies, and divisions, whether indirect or direct; and (iii) the respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, reinsurers, shareholders, members, advisors, consultants, representatives, partners, joint ventures, and assigns of each of the entities and persons listed in sections (i) and (ii) of this Section.

2.35 "Released Plaintiffs' Persons" means Plaintiffs and Settlement Class Members who did not timely and validly exclude themselves from the Settlement, and each of their respective current and former parents, subsidiaries, affiliated companies, predecessors, successors, officers, directors, agents, assigns, assignees, partnerships, partners, insurers, reinsurers, and divisions, and Plaintiffs' counsel of record in the Litigation, including Class Counsel.

2.36 "Releasing Parties" means, individually and collectively, Plaintiffs and each Settlement Class Member who did not timely and validly request exclusion from the Settlement Class.

2.37 "Releases" means the releases set forth in ¶8 of this Settlement Agreement.

2.38 "Service Awards" means a payment of up to two thousand five hundred dollars and zero cents ($2,500.00) to each Plaintiff (two total), subject to Court approval, in compensation for its involvement in this Litigation and service on behalf of the Settlement Class.

2.39 "Settlement Administrator" means Analytics LLC, the entity selected by Class Counsel, subject to approval by the Court, to effectuate the Notice Program and Claims Administration.

2.40 "Settlement Agreement" or "Settlement" means this Settlement Agreement, including all exhibits hereto.

2.41 "Settlement Class" or "Settlement Class Member(s)" means all financial institutions in the United States (including its territories and the District of Columbia) that issued one or more Alerted on Payment Cards. Excluded from the Settlement Class are: (i) the Court and any immediate family members of the Court; (ii) directors and officers of Defendant; (iii) parents and subsidiaries of Defendant; and (iv) financial institutions that timely and validly request exclusion from the Settlement Class.

2.42 "Settlement Fund" means the total, non-reversionary sum of two million dollars and zero cents ($2,000,000.00) to be paid by Defendant, which represents the only amounts required to be paid by Defendant to resolve the claims in this matter.

2.43 "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but no later than the Notice Deadline, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to the Settlement Agreement, Notices, Preliminary Approval Order, Claim Form, Complaint, and other case-related documents posted on the website. Settlement Class Members shall be able to submit Claim Forms electronically via the Settlement Website.

2.44 "Slim CD" or "Defendant" means Slim CD, Inc.

2.45 "Tax Expenses" means all reasonable expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed with respect to the Settlement Fund or Escrow Account, including, without limitation, reasonable expenses of tax attorneys and accountants.

2.46 "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax, and additional amounts imposed with respect thereto) imposed by any government authority arising from any income earned by the Settlement Fund, including without limitation any local, state, and federal taxes.

2.47 "Unknown Claims" means any and all Released Claims against Defendant and Released Defendant's Persons that Plaintiffs, any Settlement Class Member, or any other person or entity legally entitled to bring Released Claims on behalf of any Settlement Class Member in such capacity only, does not know or suspect to exist in his, her, their, or its favor at the time of the release of such claims, and any and all Released Defendant's Claims against the Released Plaintiffs' Persons that any Defendant or Released Defendant's Person does not know or suspect to exist in his, her, their, or its favor at the time of the release of such claims, including without limitation those that, if known, might have affected his, her, their, or its decision(s) with respect to the Settlement or the Releases. With respect to any and all Released Claims and Released Defendant's Claims, the Parties agree that, upon the Effective Date, Plaintiffs and Defendant shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Approval Order and Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor." Plaintiffs and Defendant acknowledge, and each of the Released Defendant's Persons and Released Plaintiffs' Persons shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

3. Settlement Class

3.1 For settlement purposes only, Plaintiffs shall seek, and Defendant shall not oppose, the certification of the Settlement Class pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3).

3.2 For settlement purposes only, Plaintiffs shall seek, and Defendant shall not oppose, the appointment of Class Counsel as settlement class counsel and the appointment of Plaintiffs as settlement class representatives.

3.3 **Class List.** The Parties will obtain a complete list of alert numbers for the Alerted On Payment Cards from MasterCard, Visa, and Discover relating to the Data Security Incident.

Plaintiffs and Defendant may jointly request such information from these entities directly. Within thirty (30) days after entry of the Preliminary Approval Order, or as soon as practicable thereafter, the Parties shall provide, or cause to be provided, to the Settlement Administrator the Class List reflecting: (i) the available contact information (*i.e.*, name and mailing address or email address) of each financial institution falling within the Settlement Class definition; and (ii) the Number of Alerted On Payment Cards issued by each such financial institution. The Class List shall be used by the Settlement Administrator to implement the Notice Program and to verify claims submitted by Settlement Class Members.

4. Settlement Fund

4.1 **Settlement Fund.** In exchange for the mutual promises and covenants in this Settlement, including, without limitation, the Releases set forth in ¶8 and the dismissal of the Litigation with prejudice upon the Effective Date, Defendant agrees to pay two million dollars and zero cents ($2,000,000.00) into the Settlement Fund, which shall represent the only amounts required to be paid by Defendant to resolve the claims in this matter.

4.2 **Sole Source of Payments.** In no event shall Defendant be required to pay any amount beyond the Settlement Fund in connection with this Settlement. The Settlement Fund shall be the sole source of all payments under this Settlement, including, without limitation for: (i) Taxes and Tax Expenses; (ii) the Attorneys' Fees and Expense Award authorized by the Court; (iii) any fees of the Escrow Agent; (iv) the Costs of Settlement Administration; and (v) any other fees and expenses authorized by the Court and paid from the Settlement Fund; and (vi) distributions to Settlement Class Members who submit Approved Claims.

4.3 **Payment Schedule.** Defendant shall fund the Settlement Fund as follows: (i) within twenty-one (21) days after the Court's entry of the Preliminary Approval Order, Defendant shall pay or cause to be paid into the Escrow Account the amounts identified by the Settlement Administrator as necessary to pay the Costs of Settlement Administration, including the costs of the Notice Program, through and including the Court's ruling on the motion for final approval; and (ii) within thirty (30) days after the Court's entry of the Final Approval Order and Judgment, Defendant shall pay or cause to be paid into the Escrow Account the remainder of the Settlement Fund (*i.e.*, two million dollars and zero cents ($2,000,000.00) less the amount previously deposited pursuant to ¶4.3(i)).

4.4 **Escrow Account.** The Escrow Agent, at the direction of Class Counsel, shall invest the Settlement Fund deposited pursuant to ¶4.3 hereof in eligible investments, meaning obligations or securities issued or guaranteed by the United States Government or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an agency thereof, including any mutual funds or similar funds invested solely in such obligations or securities, and the Escrow Agent (unless otherwise instructed by Class Counsel) shall reinvest the proceeds of these obligations or securities as they mature in similar instruments at their then-current market rates. Interest earned on deposits in the Escrow Account shall be part of the Settlement Fund. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund. Neither the Parties nor their respective counsel shall be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (i) the payment of Approved Claims, Taxes (including interest and penalties), or Tax expenses (including legal fees, or any other expenses payable from the Settlement Fund); (ii) the investment of any Settlement Fund assets; or (iii) any act, omission, or determination of the Escrow Agent.

4.5 The Costs of Settlement Administration shall be paid exclusively from the Settlement Fund. Defendant shall not be responsible for any such costs beyond its obligation to fund the Settlement Fund as set forth in ¶4.1, except as provided in ¶10.3.

4.6 **Taxes.**

4.6.1 The Parties agree to treat the Settlement Fund as being, at all times, a "qualified settlement fund" within the meaning of Treasury Regulation §1.468B-1 and §468B of the Internal Revenue Code of 1986, as amended (the "Code"), for the taxable years of the Settlement Fund, beginning with the date it is created. In addition, the Escrow Agent and, as required, Plaintiffs and Defendant, shall jointly and timely make such elections as are necessary or advisable to carry out the provisions of this ¶4.6 including the "relation-back election" (as defined in Treasury Regulation §1.468B-1(j)(2)(ii)) back to the earliest permitted date; provided that no election under Treasury Regulation §1.468B-1(k) to treat a qualified settlement fund as a subpart E trust shall be made. Such elections shall be conducted in accordance with the procedures and requirements set forth in the regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.6.2 For purposes of § 468B of the Code and the regulations promulgated thereunder, the "administrator" shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all tax returns necessary or advisable with respect to the Settlement Fund, and Class Counsel shall make all required payments of Taxes, including deposits of estimated Tax payments in accordance with Treas. Reg. §1.468B-2(k). Such returns (as well as the elections described in ¶4.6.1) shall be consistent with ¶4.6 and, in all events, shall reflect that all Taxes and Tax Expenses (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶4.6.3.

4.6.3 The Escrow Agent shall pay, out of the Settlement Fund, all: (i) Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the

Settlement Fund, including any taxes or tax detriments that may be imposed upon the Released Defendant's Persons or their counsel with respect to any income earned by the Settlement Fund for any period, after the deposit of the Settlement Fund, during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes; and (ii) Tax Expenses. Further, Taxes and Tax Expenses shall be timely paid by the Escrow Agent out of the Settlement Fund, without prior order from the Court. The Settlement Administrator shall be obligated to withhold, and shall be responsible for withholding, from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(*l*)(2)). Neither the Parties nor their respective counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶4.6.

4.7 **Court Custody.** The Settlement Fund held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the Net Settlement Fund shall be distributed to Settlement Class Members who submit Approved Claims or returned pursuant to this Settlement Agreement or further order of the Court. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Settlement Agreement, or upon order of the Court.

4.8 **Pro Rata Distribution to Settlement Class Members.** Settlement Class Members who submit valid, documented Claim Forms by the Claims Deadline, identifying the Alerted On Payment Cards they issued, shall be eligible to receive a distribution from the Net Settlement Fund. Each Settlement Class Member who submits an Approved Claim shall receive a Pro Rata Share of the Net Settlement Fund. The Settlement Administrator shall make payments to each Settlement Class Member that submits a valid, documented claim form by the Claims Deadline via physical check. Settlement Class Members shall have ninety (90) days from the date the checks are issued to negotiate their settlement checks.

4.9 **Defective Claim Form Submissions.** On a rolling basis, the Settlement Administrator shall notify Settlement Class Members of any defects with their Claim Form submission. Settlement Class Members shall have the later of (i) twenty (20) days following the notice of defect, or (ii) twenty (20) days following the Claims Deadline to cure the defects identified by the Settlement Administrator.

4.10 **Non-Revisionary Fund.** The Settlement Fund is non-reversionary. As of the Effective Date, Defendant, or any other person funding the Settlement on its behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason, except as expressly provided in ¶10.3.

4.11 **Residual Funds.** To the extent that any monies remain in the Net Settlement Fund one hundred fifty (150) days after the issuance of settlement checks due to Settlement Class Members' failure to deposit their settlement checks, the remaining monies shall be deemed "Residual Funds." The Parties agree that any Residual Funds shall be redistributed pro rata to Settlement Class Members who filed claims and deposited their settlement checks, unless the amount remaining is not administratively feasible to redistribute. If Residual Funds remain that are not able to be redistributed to Settlement Class Members, the Parties agree that any Residual Funds will be paid to Neighborhood Legal Services, a non-profit 501(c)(3) organization.

5. Preliminary Approval

5.1 Upon execution of this Settlement, Plaintiffs shall promptly move the Court for an order granting the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A. The motion for preliminary approval shall be unopposed by Defendant.

5.2 **CAFA Notice.** Within ten (10) days of the filing of the motion for preliminary approval, the Settlement Administrator, with the assistance of Defendant, shall serve, or cause to be served, a notice of the proposed Settlement on appropriate state and federal officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"), 28 U.S.C. §1715. The cost of providing CAFA notice shall be considered a Cost of Settlement Administration to be paid from the Settlement Fund.

6. Notice, Opt-Outs, and Objections

6.1 Upon entry of the Preliminary Approval Order, the Settlement Administrator will implement the Notice Program using the forms of Notice approved by the Court. The Notice will include, among other things, a description of the material terms of the Settlement, the deadlines for opting out and objecting, the date of the Final Approval Hearing, and the address of the Settlement Website.

6.2 The Settlement Administrator shall commence the Notice Program on the Notice Deadline as follows.

6.2.1 The Settlement Administrator shall send Notice to Settlement Class Members on the Class List by email ("Email Notice") where a valid email address is available and by U.S. Mail ("Mail Notice") where only a physical mailing address is available. The Email Notice (Exhibit C) shall provide a link to the Settlement Website address at which Settlement Class Members can access the Long-Form Notice (Exhibit B) and download and submit a Claim Form (Exhibit F). The Mail Notice shall consist of the Long Form Notice (Exhibit B) and the Claim Form (Exhibit D).

6.2.2 For Email Notices returned as undeliverable, the Settlement Administrator shall send Mail Notice to any available physical address. For Mail Notices returned undeliverable, the Settlement Administrator shall use reasonable efforts to identify updated addresses and re-mail undelivered Mail Notices using industry standard methods.

6.2.3 The Settlement Administrator shall create and maintain the Settlement Website, configured to allow electronic filing of claims.

6.3 **Opt-Outs.** Settlement Class Members may exclude themselves from the Settlement by submitting a written request for exclusion in the manner and form set forth in the Notice and the Preliminary Approval Order, postmarked no later than the Opt-Out Deadline. For an opt out request to be valid, it must comply with the process set forth in the Preliminary Approval Order. Any Settlement Class Member who does not timely and validly request exclusion shall be bound by the Settlement, including its Releases.

6.4 **Opt-Out Reporting.** The Settlement Administrator shall provide the Parties with copies of all opt-out requests on a weekly basis. The Settlement Administrator shall provide a final list of all opt-out requests no later than ten (10) days after the Opt-Out Deadline.

6.5 **Deficient Opt-Outs.** If a request for exclusion is deficient, the Settlement Administrator shall, within five (5) days, send a deficiency notice via email (or USPS Priority Express mail if email is not feasible) informing the Settlement Class Member that its opt-out is invalid and that it must re-submit a complete request within ten (10) days. Failure to cure shall render the opt-out invalid, and the Settlement Class Member shall be bound by the Settlement.

6.6 **Objections.** Settlement Class Members may object to the Settlement, the Fee and Expense Application, or Service Awards in the manner and form set forth in the Notice and the Preliminary Approval Order. Objections must be filed with the Court no later than the Objection Deadline or mailed to the Clerk of Court and postmarked no later than the Objection Deadline, and also mailed by U.S. Mail to Class Counsel, and Defendant's Counsel. For an objection to be considered by the Court, it must comply with the process set forth in the Preliminary Approval Order.

6.7 **Dual Objection and Opt-Out.** A Settlement Class Member who both objects and opts out shall be deemed to have opted out, and the objection shall be null and void.

6.8 **Notice Affidavit.** In connection with Plaintiffs' motion for final approval of the Settlement, the Settlement Administrator shall provide an affidavit confirming completion of the Notice Program. Plaintiffs shall file such affidavit with the motion for final approval.

7. Final Approval

7.1 **Hearing Date.** The motion for preliminary approval shall include a request for a scheduled Final Approval Hearing, which shall be no earlier than one hundred (100) days after the Notice Deadline.

7.2 **Briefing Schedule.** No later than fourteen (14) days prior to the Opt-Out Deadline and Objection Deadline, Plaintiffs shall file a motion for final approval and a separate Fee and Expense Application. Replies in support of final approval or the Fee and Expense Application shall be filed no later than fourteen (14) days after the filing of any objector responses.

7.3 **Final Approval Order and Judgment.** At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, substantially in the form attached as Exhibit E, granting Final Approval of the Settlement, approving the Fee and Expense Application and Service Awards, and entering the Releases.

8. Releases

8.1 The obligations incurred pursuant to this Settlement Agreement are in consideration of (i) the full and final disposition of the Litigation as against Defendant and (ii) the Releases provided for herein

8.2 **Release of Defendant's Released Persons.** By operation of the Final Approval Order and Judgment, without further action by anyone, upon the Effective Date, Plaintiffs and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall be: (i) deemed to have fully, finally, and forever waived, comprised, settled, discharged, dismissed, extinguished, and released each and every one of the Released Claims against Defendant and each and every one of the Released Defendant's Persons; (ii) forever barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum against Defendant and each and every one of the Released Defendant's Persons; and (iii) deemed to have covenanted not to sue Defendant and each and every one of the Released Defendant's Persons on the basis of any Released Claims or to assist any person in commencing or maintaining any suit relating to any Released Claim against Defendant and each and every one of the Released Defendant's Persons. The foregoing release is given regardless of whether Plaintiffs or Settlement Class Members have: (i) executed and delivered a Claim Form; (ii) actually received the Settlement Notice; (iii) participated in the Settlement Fund; (iv) filed an objection to the Settlement or the Fee and Expense Application; or (v) had their claims approved or allowed.

8.3 **<u>Release of Releasing Parties.</u>** By operation of the Final Approval Order and Judgment, without further action by anyone, as of the Effective Date, Defendant, on behalf of itself and each of their respective heirs, executors, trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall be (i) deemed to have fully, finally, and forever waived, compromised, settled, discharged, dismissed, extinguished, and released each and every one of the Released Defendant's Claims against Plaintiffs and each and every one of the Released Plaintiffs' Persons; and (ii) forever barred from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendant's Claims in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum against Plaintiffs and each and every one of the Released Plaintiffs' Persons.

8.4 **<u>Enforcement Carve-Out.</u>** Notwithstanding ¶¶8.2-8.3, nothing in the Final Approval Order and Judgment shall bar any action by any Party to enforce or effectuate the terms of this Settlement Agreement or the Final Approval Order and Judgment.

8.5 **<u>Injunction.</u>** As of the Effective Date, Settlement Class Members shall be enjoined from pursuing any Released Claims against Defendant's Released Persons. The Settlement may be pleaded as a complete defense to any action asserting Released Claims. The Final Approval Order and Judgment shall include injunctive provisions to this effect.

9. <u>Attorneys' Fees, Costs, Expenses, and Service Awards</u>

9.1 **<u>Attorneys' Fees, Costs, and Expenses.</u>** Class Counsel intend to seek reasonable attorneys' fees of up to one-third (33 ⅓%) of the Settlement Fund, plus reasonable costs and expenses, subject to Court approval. Any Fee and Expense Award shall be paid solely from the Settlement Fund.

9.2 **<u>Service Awards.</u>** Plaintiffs intend to seek Service Awards not to exceed $2,500.00 per Plaintiff, subject to Court approval. Any Service Awards shall be paid solely from the Settlement Fund. Class Counsel shall have sole responsibility for distributing Court-approved Service Awards to Plaintiffs following the Effective Date.

9.3 **<u>Allocation.</u>** Class Counsel, in their sole discretion, shall allocate the Fee and Expense Award among Plaintiffs' counsel of record.

9.4 **<u>No Effect on Settlement.</u>** Any Court decision concerning the Fee and Expense Award or Service Awards, including any modification, reversal, or appeal thereof, shall not constitute grounds for termination of this Settlement or prevent it from becoming effective.

10. Termination

10.1 **Termination Based on Opt-Outs.** Defendant shall have the sole discretion to terminate the Settlement if Settlement Class Members representing more than the percentage of Settlement Class Members specified in the Confidential Opt-Out Agreement submit valid requests for exclusion. The specific opt-out threshold and this termination provision shall be set forth in a separate confidential agreement between the Parties ("Confidential Opt-Out Agreement"), which shall be filed in camera with the Court upon request and shall not be publicly disclosed unless ordered by the Court. If Defendant elects to terminate, it must provide written notice to Class Counsel no later than five (5) business days after Defendant's receipt of the final opt-out list from the Settlement Administrator. Upon such notice, the Parties shall conduct good faith settlement discussions for thirty (30) days, including renewed mediation if feasible. If no resolution is reached, the case will return to litigation, and Defendant will join in Plaintiffs' request for immediate resumption of the litigation status that existed at the time of the mediation.

10.2 **Termination for Other Reasons.** This Settlement may be terminated by either Party by serving written notice on opposing counsel, and filing with the Court, within fourteen (14) days (or such longer time as agreed) after any of the following: (i) mutual agreement to terminate before the Effective Date; (ii) the Court declines to approve, or materially modifies, the Settlement Agreement, the Preliminary Approval Order, or the Final Approval Order and Judgment; (iii) an appellate court reverses the Final Approval Order and Judgment and the Settlement is not reinstated without material change on remand; or (iv) the Effective Date does not occur. If the Settlement is not approved, the Parties may voluntarily agree in writing to modify the Settlement to obtain Court approval in lieu of termination.

10.3 **Effect of Termination.** Upon termination: (i) the Settlement shall be null and void and the Parties shall return to the status quo ante in the Litigation with all pre-Settlement claims and defenses preserved; (ii) any Court orders entered pursuant to this Settlement, including certification of the Settlement Class, shall be vacated and shall not be cited in any proceeding, including in support of or opposition to class certification; and (iii) Class Counsel shall return to Defendant the Settlement Fund, less any Costs of Settlement Administration incurred, within thirty (30) days of the termination becoming final.

11. No Admission of Liability

11.1 **Evidentiary Protections.** This Settlement, whether or not consummated, any communications and negotiations relating to this Settlement, and any proceedings taken pursuant to this Settlement, shall not be offered or received against any Party as evidence of, or construed as, a presumption, concession, or admission of: (i) the validity or invalidity of any claim or defense in the Litigation or any other proceeding; (ii) any liability, negligence, fault, breach of duty, or wrongdoing by Defendant; (iii) that the consideration provided hereunder represents the amount recoverable at trial; or (iv) that any claims of Settlement Class Members lack merit or that Defendant's defenses have merit. The Parties may, however, refer to this Settlement as necessary to effectuate its terms or the liability protections granted hereunder.

11.2 Slim CD disputes the claims alleged in the Litigation and does not, by this Settlement or otherwise, admit any liability or wrongdoing of any kind, and does not waive any defenses available to it. Slim CD has agreed to enter into this Settlement solely to avoid the further expense, inconvenience, and distraction of continued litigation.

11.3 Class Counsel and Plaintiffs believe the claims have merit and have concluded, after examining the benefits, risks, and likelihood of success, that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

12. Miscellaneous

12.1 **Confidentiality.** Prior to the filing of the motion for preliminary approval, the Parties agree to keep the Settlement's terms and existence strictly confidential, except as required by law, necessary for financial reporting or disclosure obligations, or necessary to facilitate the administration of the Settlement, including communications with clients, the payment card brands, insurers, auditors, and proposed Settlement Administrators.

12.2 **Non-Disparagement.** Neither Party shall make any oral or written statement about the other Party that is intended or reasonably likely to disparage the other Party or otherwise degrade the other Party's reputation in connection with the Settlement.

12.3 **Binding Effect.** This Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties, the Releasing Parties, and Defendant's Released Persons.

12.4 **Settlement Class Member Communications.** Defendant shall not substantively communicate with any Settlement Class Member during the pendency of the settlement approval process regarding this Litigation, the Settlement, the decision to opt out, or relief being awarded in the Settlement. For purposes of clarity, this provision restricts only communications regarding the Litigation or Settlement; it does not purport to limit any other communications.

12.5 **Cooperation of Parties.** The Parties agree to cooperate in good faith to prepare and execute all documents, seek and defend Court approval, and do all things reasonably necessary to effectuate the Settlement. Nothing herein limits any Party's right to terminate the Settlement in accordance with its terms.

12.6 **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of, or related to, this Settlement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

12.7 **Entire Agreement.** This Settlement Agreement, together with all exhibits attached hereto and the Confidential Opt-Out Agreement, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter herein. This Settlement Agreement and the Confidential Opt-Out Agreement supersede the Term Sheet executed by the Parties on January 30, 2026.

12.8 **Drafting.** This Settlement Agreement shall be deemed to have been mutually drafted by the Parties, and no provision shall be construed against any Party on the ground that such Party drafted or proposed the provision. The doctrine of contra proferentem shall not apply.

12.9 **Modification, Amendment, and Waiver.** This Settlement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties. The failure of a Party to insist upon strict performance of any provision shall not constitute a waiver of that or any other provision.

12.10 **Governing Law.** The Settlement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding choice of law.

12.11 **Counterparts.** This Settlement may be executed in counterparts, each deemed an original. Signatures submitted electronically shall be deemed originals.

12.12 **Jurisdiction.** The Court shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Settlement, including all questions or disputes related to the Notice Program and Settlement Administration.

12.13 **Exhibits.** The following Exhibits are expressly incorporated by reference and made part of the terms and conditions set forth herein:

Exhibit A — Proposed Preliminary Approval Order
Exhibit B — Long-Form Notice
Exhibit C — Email Notice
Exhibit D — Claim Form
Exhibit E — Proposed Final Approval Order and Judgment

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

Joseph P. Guglielmo
SCOTT+SCOTT ATTORNEYS AT LAW LLP

230 Park Avenue, 24th Floor
New York, NY 10169
Tel: 212-223-6444
jguglielmo@scott-scott.com

Gary F. Lynch
LYNCH CARPENTER, LLP
1133 PENN Avenue, 5th Floor
Pittsburgh, PA 15222
Tel: 412-322-9243
gary@lcllp.com

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

Michael Jervis
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
mjervis@mullen.law

The notice receipts and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

12.16 **Arms' Length Negotiation.** The terms of this Settlement were negotiated at arm's length and in good faith, and reflect a Settlement reached voluntarily after consultation with experienced legal counsel.

12.17 **Suspension of Proceedings.** The Parties shall notify the Court that all activities in the Litigation, except those in furtherance of the Settlement, shall be suspended during the pendency of the settlement approval process, and any obligation of any Party or non-party in connection with discovery requests related to the Litigation shall be adjourned without prejudice. The Parties shall jointly contact all non-parties to whom deposition notices or discovery requests are pending in connection with this Litigation to inform them that they may suspend efforts to respond to such requests pending further notice.

[Signatures follow on next page]

SCOTT+SCOTT ATTORNEYS AT LAW LLP

By: Joseph Guglielmo Date: May 13, 2026
Joseph P. Guglielmo
230 Park Avenue, 24th Floor
New York, NY 10169

LYNCH CARPENTER, LLP

By: ______________________ Date: ______________
Gary F. Lynch
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222

On behalf of Plaintiffs and the Settlement Class

MULLEN COUGHLIN LLC

By: ______________________ Date: May 12, 2026
Michael Jervis
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

On behalf of Defendant Slim CD, Inc.

SCOTT+SCOTT ATTORNEYS AT LAW LLP

By: ______________________ Date: ______________

Joseph P. Guglielmo
230 Park Avenue, 24th Floor
New York, NY 10169

LYNCH CARPENTER, LLP

By: ______________________ Date: May 13, 2026

Gary F. Lynch
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222

On behalf of Plaintiffs and the Settlement Class

MULLEN COUGHLIN LLC

By: ______________________ Date: May 12, 2026

Michael Jervis
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

On behalf of Defendant Slim CD, Inc.

Exhibit A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

FIRST CHOICE FEDERAL CREDIT UNION and FINANCIAL HORIZONS CREDIT UNION, individually and on behalf of all others similarly situated, Plaintiffs, v. SLIM CD, INC., Defendant.	Case No. 2:25-cv-01088-MRH

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of the Settlement between Plaintiffs First Choice Federal Credit Union and Financial Horizons Credit Union ("Plaintiffs"), individually and on behalf of the Settlement Class, and Defendant Slim CD, Inc. ("Slim CD" or "Defendant," and together with Plaintiffs, the "Parties"), for consideration of whether the Settlement reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved.[1]

Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court determines that the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class is likely to be certified for settlement purposes, and the proposed notice plan is approved.

[1] All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement dated May , 2026 ("Settlement Agreement").

Accordingly, good cause appearing in the record, Plaintiffs' Motion is **GRANTED**, and **IT IS HEREBY ORDERED THAT:**

Provisional Certification of the Settlement Class

1. The Court finds that it is likely to certify the following Settlement Class:

> All financial institutions in the United States (including its territories and the District of Columbia) that issued one or more Alerted on Payment Cards.
>
> Excluded from the Settlement Class are: (i) the Court and any immediate family members of the Court; (ii) directors and officers of Defendant; (iii) parents and subsidiaries of Defendant; and (iv) financial institutions that timely and validly request exclusion from the Settlement Class.

This Settlement Class is provisionally certified for purposes of settlement only.

2. The Court determines that for settlement purposes only the proposed Settlement Class likely meets all the requirements of Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of Plaintiffs are typical of absent Settlement Class Members; that Plaintiffs will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that Defendant has acted or refused to act on grounds that apply generally to the Settlement Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

3. Plaintiffs First Choice Federal Credit Union and Financial Horizons Credit Union are designated and appointed as the Settlement Class Representatives.

4. The following lawyers are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g): Joseph P. Guglielmo of Scott+Scott Attorneys at Law LLP and Gary F. Lynch of Lynch Carpenter, LLP. The Court finds that Mr. Guglielmo, Mr. Lynch, and their respective firms are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

5. Upon preliminary review as required under Rule 23(e)(2), the Court finds it will likely be able to approve the proposed Settlement, that the Settlement appears to be fair, reasonable, and adequate, and that it warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on ____________________, 2026 at ___ a.m./p.m. (no earlier than 100 days after the Notice Deadline) in Courtroom ___ before the Honorable Mark R. Hornak, United States District Judge, Joseph F. Weis, Jr. United States Courthouse, 700 Grant Street, Pittsburgh, PA 15219, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Complaint and Litigation should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (f) the application for Service Awards to the Settlement Class Representatives should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

7. Class Counsel shall file their motion for final approval of the Settlement and their Fee and Expense Application no later than ____________________ (no later than 14 days prior to the Opt-Out Deadline and Objection Deadline). Objections, if any, shall be filed no later than ____________________ (the "Objection Deadline"), as described in ¶¶16-19. By no later than ____________________ (no later than 14 days after Objection Deadline), replies in support of final approval of the Settlement and/or Class Counsel's Fee and Expense Application shall be filed.

8. In connection with Plaintiffs' motion for final approval of the Settlement, the Settlement Administrator shall provide an affidavit or declaration confirming completion of the Notice Program, including the dates and methods by which Notice was provided to Settlement Class Members. Plaintiffs shall file such affidavit or declaration with the motion for final approval.

9. Any Settlement Class Member that has not timely and properly excluded itself from the Settlement Class in the manner described below may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude itself from the Settlement Class shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Settlement Administrator

10. Analytics LLC ("Analytics") is appointed as the Settlement Administrator, with responsibility for Claims Administration, the Notice Program, and all other obligations of the Settlement Administrator as set forth in the Settlement. The Costs of Settlement Administration, Taxes, and Tax Expenses shall be paid from the Settlement Fund as provided in the Settlement Agreement without further order of the Court.

Notice to the Settlement Class

11. The Notice Program proposed by the Parties, including the forms of Notice and Claim Form attached as exhibits to the Settlement Agreement, satisfies the requirements of Federal Rule of Civil Procedure 23 and due process and thus is approved. Non-material modifications to the exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in accordance with the Settlement Agreement and to perform all other tasks required by the Settlement Agreement.

12. The Court finds that the form, content, and method of giving notice to the Settlement Class, as described in the Settlement and exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Exclusions from the Settlement Class

13. Any Settlement Class Member that wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude itself to the Settlement Administrator, at the address provided in the Notice, postmarked no later than ____________________ (the "Opt-Out Deadline," 60 days after the Notice Deadline) and sent via first class postage pre-paid United States mail. The written notification must include: (i) the name of this Litigation (*First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.*, Case No. 2:25-cv-01088-MRH (W.D. Pa.)); (ii) the full name, address, and telephone number of the Settlement Class Member; (iii) the name, address, email address, telephone number, position, and signature of the individual who is acting on behalf of the Settlement Class Member; (iv) the words "Request for Exclusion" at the top of the document or a statement in the body of the document requesting exclusion from the Settlement; and (v) the total number of Alerted On Payment Cards issued by the Settlement Class Member that were identified in any card brand alert issued by Visa, MasterCard, or Discover in connection with the Data Security Incident. If the Settlement Class Member fails to provide all of the required information on or before the deadlines specified in the Settlement and fails to cure any deficiency within the time allowed in the Settlement Agreement, then its attempt to opt out shall be invalid and have no legal effect, and the Settlement Class Member shall be bound by the Settlement, including the releases, if finally approved.

14. If a request for exclusion is deficient, the Settlement Administrator shall, within five (5) days of receipt, send a deficiency notice via email (or USPS Priority Express mail if email is not feasible) informing the Settlement Class Member that its request for exclusion is invalid and specifying the deficiency, and that it must re-submit a complete and corrected request for exclusion within ten (10) days of the date of the deficiency notice. Failure to timely cure the identified

deficiency shall render the opt-out request invalid and of no legal effect, and the Settlement Class Member shall be bound by the Settlement, including its Releases, as if no request for exclusion had been submitted.

15. All Settlement Class Members that submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of or be bound by the terms of the Settlement. Any Settlement Class Member that does not timely and validly exclude itself from the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Settlement Class Member that has not submitted a timely, valid written notice of exclusion from the Settlement shall be bound by all subsequent proceedings, orders, and judgments in this matter, the Settlement, including but not limited to the Releases set forth in the Settlement, and the Final Approval Order and Judgment.

Objections to the Settlement

16. A Settlement Class Member that complies with the requirements of this Order may object to the Settlement, the request of Class Counsel for an award of attorneys' fees, costs, and expenses, and/or the request for Service Awards.

17. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) electronically filed with the Court by the Objection Deadline; or (b) mailed first-class postage prepaid to the Clerk of Court, Class Counsel, and Defendant's Counsel at the addresses listed in the Notice, and postmarked by no later than ______________________ (the "Objection Deadline," 60 days after the Notice Deadline). Objections shall not exceed fifteen (15) pages. For the objection to be considered by the Court, the objection shall set forth:

(a) The name of the Litigation: *First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.*, Case No. 2:25-cv-01088-MRH (W.D. Pa.);

(b) The full name of the objecting Settlement Class Member and the full name, address, email address, and telephone number of the person acting on its behalf;

(c) An explanation of the basis upon which the objector claims to be a Settlement Class Member;

(d) Whether the objection applies only to the objecting Settlement Class Member, a specific subset of the Settlement Class, or the entire Settlement Class;

(e) All grounds for the objection stated, with specificity, accompanied by any legal support for the objection;

(f) The identity of all counsel who represent the objecting Settlement Class Member, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, Class Counsel's request for attorneys' fees, expenses, or Service Awards;

(g) The identity of all representatives (including counsel) who will appear at the Final Approval Hearing;

(h) A statement indicating whether the objecting Settlement Class Member intends to personally appear and/or testify at the Final Approval Hearing;

(i) A description of all evidence to be presented at the Final Approval Hearing in support of the objection, including a list of any witnesses, a summary of the expected testimony from each witness, and a copy of any documents or other non-oral material to be presented; and

(j) The objecting Settlement Class Member's signature on the written objection.

18. Any Settlement Class Member that fails to comply with the provisions in this Order will waive and forfeit any and all rights it may have to object, and shall be bound by all the terms of the Settlement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the releases in the Settlement, if finally approved. Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out, and the objection shall be deemed null and void.

Claims Process and Distribution Plan

19. The Settlement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

20. Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form by no later than ____________________ (the "Claims Deadline," ninety (90) days after the Notice Deadline). If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions of the Settlement, including the releases included in the Settlement, and the Final Approval Order and Judgment.

Termination of the Settlement and Use of this Order

21. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement. In such an event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

22. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or

used as an admission, concession, or declaration by or against Slim CD of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that its claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims it may have in this Litigation or in any other lawsuit.

Stay of Proceedings

23. Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

24. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

Actions by Settlement Class Members

25. The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Slim CD related to the Data Security Incident.

Summary of Deadlines

26. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

Event	Due Date
Notice Deadline (commencement of Notice Program)	The later of (i) thirty (30) days after entry of the Preliminary Approval Order, or (ii) thirty (30) days after receipt of the Class List from the Parties, unless a different deadline is set by the Court
Settlement Website established	By the Notice Deadline
Motion for Final Approval and Fee and Expense Application filed	No later than 14 days prior to the Opt-Out and Objection Deadlines
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Reply briefs filed	No later than 14 days after Objection Deadline
Final Approval Hearing	No earlier than 100 days after the Notice Deadline
Claims Deadline	90 days after the Notice Deadline

IT IS SO ORDERED on this _____ day of _________________, 2026.

____

Hon. Mark R. Hornak
United States District Judge
Western District of Pennsylvania

Exhibit B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

If your financial institution issued one or more payment cards identified as having been at risk as a result of the data security incident that Slim CD, Inc. announced in September 2024, it could get a payment from a class action settlement.

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

Your financial institution's legal rights are affected whether you act or don't act. Read this notice carefully.

- A Settlement has been proposed to resolve a lawsuit against Defendant Slim CD, Inc ("Slim CD" or "Defendant") brought by a putative class of financial institutions as a result the data security incident in which, Slim CD identified unauthorized system access between August 17, 2023, and June 15, 2024. That access may have enabled an unauthorized actor to view or obtain certain payment information between June 14, 2024, and June 15, 2024, which affected up to 1.5 million payment cards issued in the United States (the "Data Security Incident").[1]

- The lawsuit, *First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.*, Case No. 2:25-cv-01088-MRH (W.D. Pa.), asserts claims on behalf of a class of financial institutions related to the Data Security Incident and Slim CD's data security practices. These claims include alleged negligence, negligence *per se*, declaratory and injunctive relief, and unjust enrichment. Slim CD denies these allegations, any wrongdoing, and liability to the financial institutions in any amount.

- Under the Settlement, eligible Settlement Class Members that submit a valid Claim Form will receive a Pro Rata Share of the Net Settlement Fund. Slim CD will pay a total, non-reversionary Settlement Fund of $2,000,000. After deduction of attorney's fees, costs, expenses, service awards, and the costs of settlement administration, the remaining Net Settlement Fund will be distributed pro rata to Settlement Class Members who submit Approved Claims, based on the number of their Alerted On Payment Cards relative to all Approved Claims.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit A Claim Form	If eligible, your financial institution will receive a cash payment. This is the only way to get compensation from the Settlement.

[1] Unless otherwise defined herein, all capitalized terms shall have the same meanings ascribed to them as in the Settlement Agreement, which is available on the Settlement Website at [Website URL].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Exclude your financial institution	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Slim CD for the same claims. This is the only option that leaves your financial institution the right to file its own lawsuit against Slim CD and/or Released Defendant's Persons for the claims that are being resolved by the Settlement. In order to be effective, a request to be excluded from the Settlement must include all information required in this Notice.
Object	Your financial institution can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement, Class Counsel's request for an award of attorneys' fees, costs, and expenses, or Plaintiffs' request for Service Awards. If your objections are overruled, your financial institution will be bound by the Settlement.
Do Nothing	If you do nothing, you will not receive any cash payment. If you do nothing, you will also forfeit your right to sue or bring any claim against Slim CD and/or Released Defendant's Persons related to the Data Security Incident.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

CONTENTS

BASIC INFORMATION

1. Why did my financial institution get this notice package?

Your financial institution may have issued payment cards identified in one of the alerts (or a similar document) sent out by Visa, MasterCard, or Discover related to the Data Security Incident.

The Court authorized this notice because you have a right to know about your financial institution's rights under a proposed class action settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a settlement administrator appointed by the Court will make the cash payments that the Settlement allows.

This notice explains the lawsuit, the Settlement, your financial institution's rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The Court in charge of the case is the United States District Court for the Western District of Pennsylvania, and the case is known as *First Choice Federal Credit Union & Financial Horizons Credit Union v. Slim CD, Inc.*, Case No. 2:25-cv-01088-MRH (W.D. Pa.). The financial institutions who sued are called "Plaintiffs," and the company they sued, Slim CD, Inc., is the "Defendant."

Slim CD is a payment gateway and processing provider for merchants across the United States, handling electronic payment transactions through web-based terminals and mobile or desktop applications. On or about June 15, 2024, Slim CD became aware of suspicious activity in its computer environment. Upon learning of the activity, Slim CD launched an investigation to determine the full nature and scope of the activity. Slim CD engaged, through counsel, a third-party specialist to investigate the incident. The investigation identified unauthorized system access between August 17, 2023, and June 15, 2024. That access may have enabled an unauthorized actor to view or obtain certain payment card information between June 14, 2024, and June 15, 2024. The Data Security Incident resulted in the compromise of payment card data of up to 1.5 million payment cards issued in the United States.

The lawsuit asserts claims against Slim CD for alleged negligence, negligence *per se*, unjust enrichment, and declaratory and injunctive relief. The financial institutions seek to recover damages for expenses related to Alerted On Payment Cards incurred as a result of the Data Security Incident. Slim CD denies the allegations and any wrongdoing, and that it is liable in any amount to the financial institutions. The Court has not decided whether Slim CD has any legal liability.

3. Why is this a class action?

In a class action, one or more entities called "class representatives" sue on behalf of themselves and other entities with similar claims. All of these entities together are the "class members." One court resolves the issues for all class members, except for those who exclude themselves from the settlement class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Slim CD. Instead, both sides agreed to the Settlement. The Settlement is not an admission that Slim CD did something wrong, but rather a compromise to end the lawsuit. By agreeing to settle, both sides avoid the costs, risks, and uncertainties of a trial and related appeals, while providing benefits to members of the Settlement Class. Plaintiffs and the attorneys for the Settlement Class think the Settlement is best for all class members.

WHO IS PART OF THE SETTLEMENT

5. How does a financial institution know if it is part of the settlement?

Your financial institution is a member of the Settlement Class and affected by the Settlement if:

- It is a financial institution in the United States (including its Territories and the District of Columbia); and
- It issued one or more Alerted On Payment Cards.
- An Alerted On Payment Card is any payment card issued in the United States (including debit or credit cards) identified in a card brand notice by Visa, MasterCard, or Discover in connection with the Data Security Incident that is the subject of Plaintiffs' Complaint, including, but not limited to: Visa: US-2024-0663; MasterCard: ADC1104236-US-24-1; Discover: DCA-USA-2024-1961 and PDCA-USA-2024-12563 in connection with the Data Security Incident.
- Specifically *excluded* from the Settlement Class are the Court and any immediate family members of the Court; directors and officers of Defendant; parents and subsidiaries of Defendant; and financial institutions that timely and validly request exclusion from the Settlement Class.

6. Can a financial institution exclude itself from the settlement?

Yes. For more information about how to exclude your financial institution from the Settlement, see Questions 13-15 below.

If your financial institution excludes itself from the Settlement, it is no longer part of the Settlement Class and will no longer be eligible to receive any of the Settlement benefits. This process of excluding your financial institution is also referred to as "opting out" of the Settlement.

7. I am still not sure if my financial institution is included.

If you are still not sure whether your financial institution is included, you can ask for free help. You can call 1-XXX-XXX-XXXX or visit [Website] for more information. Or you can fill out and return the Claim Form described in Question 10 to see if you qualify.

THE SETTLEMENT BENEFITS

8. What does the settlement provide?

Under the Settlement, Slim CD has agreed to pay a total, non-reversionary Settlement Fund of $2,000,000. All Settlement Class Members that submit valid Claim Forms identifying their Alerted On Payment Cards shall be eligible to receive a distribution from the Net Settlement Fund. For a full description of how payments will be calculated and distributed, see the Plan of Allocation set forth at the end of this Notice.

The Settlement Fund shall be used to pay: (i) Taxes and Tax Expenses; (ii) the Fees and Expense Award (including Service Awards) authorized by the Court; (iii) any fees of the Escrow Agent; (iv) the Costs of Settlement Administration; and (v) any other fees and expenses authorized by the Court and paid from the Settlement Fund. The remaining amount—the Net Settlement Fund—will be distributed pro rata to Settlement Class Members who submit Approved Claims.

9. How much will my financial institution's payment be?

If your financial institution issued Alerted On Payment Cards and does not opt out of the Settlement, it may be eligible for a payment. If your financial institution submits a timely and valid Claim Form, the amount it receives will be its Pro Rata Share of the Net Settlement Fund, calculated as follows:

$$\textit{Pro Rata Share} = \frac{\textit{Member's Alerted On Payment Cards}}{\textit{Total Alerted On Payment Cards in All Approved Claims}} \times \textit{Net Settlement Fund}$$

The actual amount your financial institution receives will depend on the number of Approved Claims and the number of Alerted On Payment Cards in those claims. For a full description of how payments will be calculated and distributed, see the Plan of Allocation set forth at the end of this Notice.

HOW TO GET A PAYMENT — SUBMITTING A CLAIM FORM

10. How can my financial institution get a payment?

To qualify for a payment, you must complete and submit a valid Claim Form. The Claim Form is available on the Settlement Website at [Website]. All Settlement Class Members that wish to receive compensation must complete and submit a Claim Form and follow its instructions, including identifying the number of Alerted On Payment Cards they issued and providing supporting documentation.

To properly complete and timely submit a Claim Form, you should read the instructions carefully, include all required information, sign it, and either submit the signed Claim Form electronically through [Website] by **[Claims Deadline: ________, 2026]**, or mail it to the Settlement Administrator postmarked no later than **[Claims Deadline: ________, 2026]** at the following address:

[Settlement Administrator Address Info]

Please be aware that, effective December 24, 2025, the United States Postal Service (USPS) changed its postmarking practices such that a postmark now reflects the date mail is first processed at an automated USPS facility, which may be one or more days after the date you actually deposited your Claim Form with the USPS. To ensure your Claim Form is submitted on time, your financial institution is strongly encouraged to submit its claim electronically through the Settlement Website at [Website]. If you choose to submit by mail, to guarantee your postmark reflects the actual date of mailing, you must bring your Claim Form to a post office retail counter and request a manual (local) postmark or send it by Certified or Registered Mail.

The Settlement Administrator will review your claim to determine its validity and the amount of your financial institution's payment. If your Claim Form has defects, the Settlement Administrator will notify you on a rolling basis, and you will have the later of (i) twenty (20) days following the notice of defect, or (ii) twenty (20) days following the Claims Deadline to cure any identified defects.

11. When would my financial institution get its payment?

The Court will hold a Final Approval Hearing at on ___________________, 2026 at _:__ _.m. at the United States District Court of the Western District of Pennsylvania, Joseph F. Weis, Jr. United States Courthouse, 700 Grant Street, Pittsburgh, PA 15219, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them takes time, perhaps years. Payments to Settlement Class Members will be made after the Settlement is finally approved and any appeals or other related proceedings have been completed as set forth in the Settlement Agreement. You may visit [Website] for updates on the Settlement's progress. Please be patient.

12. What is my financial institution giving up to get a payment or remain in the Settlement Class?

Unless you exclude your financial institution from the Settlement, your financial institution cannot sue, or be part of any other lawsuit against, Slim CD or Released Defendant's Persons relating to the Data Security Incident. The specific claims your financial institution is giving up against Slim CD and Released Defendant's Persons are described in the Settlement Agreement. The terms of the release are described in Section 8 of the Settlement Agreement. Read it carefully. The Settlement Agreement is available at [Website].

If you have any questions, you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

If your financial institution wants to keep its rights to sue or continue to sue Slim CD based on claims this Settlement resolves, your financial institution must take steps to exclude itself from the Settlement Class (see Questions 13–15).

EXCLUDING YOUR FINANCIAL INSTITUTION FROM THE SETTLEMENT

13. How can my financial institution opt out of the settlement?

To exclude your financial institution from the Settlement, or "opt out," you must send a written request for exclusion that includes the following information. If you fail to include this information, the notice of exclusion will be ineffective, and the Settlement Class Member will be bound by the Settlement, including its Releases:

- The name of this Litigation, *First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.*, Case No. 2:25-cv-01088-MRH (W.D. Pa.);
- The full name, address, and telephone number of the Settlement Class Member;
- The name, address, email address, telephone number, position, and signature of the individual who is acting on behalf of the Settlement Class Member;
- The words "Request for Exclusion" at the top of the document or a statement in the body of the document requesting exclusion from the Settlement; and
- The total number of Alerted On Payment Cards issued by the Settlement Class Member that were identified in any card brand alert issued by Visa, MasterCard, or Discover in connection with the Data Security Incident.

You must mail via first class postage prepaid United States mail the completed above-described letter, postmarked no later than **[Opt-Out Deadline: ________, 2026]**, to the Settlement Administrator at the following address:

[Settlement Administrator Address Info]

If you ask to be excluded, your financial institution will not get any payment as part of this Settlement, and you cannot object to this Settlement. A Settlement Class Member who both objects and opts out shall be deemed to have opted out, and the objection shall be null and void.

If you opt out, your financial institution will not be legally bound by anything that happens in the Settlement and related proceedings. Your financial institution may be able to sue (or continue to sue) Slim CD in the future. If you both object to the Settlement and seek to exclude your financial institution, you will be deemed to have excluded your financial institution.

Financial institutions that exclude themselves from the Settlement are advised to consult with their own counsel promptly regarding any legal deadlines that may affect their ability to bring an independent claim, including any applicable statutes of limitations, statutes of repose, or other time-based bars.

Please see Question 10 for important information about recent changes to the United States Postal Service's postmarking practices to ensure your request for exclusion is timely.

14. If my financial institution doesn't opt out, can it sue Slim CD for the same thing later?

No. Unless you exclude your financial institution from the Settlement, your financial institution gives up any right to sue Slim CD and Released Defendant's Persons (as defined in the Settlement

Agreement) for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. Your financial institution must exclude itself from this Settlement to continue its own lawsuit. Remember, the exclusion deadline is **[Opt-Out Deadline: ________, 2026]**.

15. If my financial institution excludes itself, can it get money from this settlement?

No. If you exclude your financial institution, do not send in a Claim Form asking for a payment.

THE LAWYERS AND FINANCIAL INSTITUTIONS REPRESENTING YOU

16. Does my financial institution have a lawyer in the case?

Yes. The Court appointed to represent your financial institution and other members of the Settlement Class the following law firms as Class Counsel:

Scott+Scott Attorneys at Law LLP
230 Park Avenue, 24th Floor
New York, NY 10169
Joseph P. Guglielmo, jguglielmo@scott-scott.com
(212) 223-6444

Lynch Carpenter, LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
Gary F. Lynch, gary@lcllp.com
(412) 322.9243

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers and financial institutions representing the class be paid?

Class Counsel worked on a contingent basis, meaning they would receive a fee only if the lawsuit was successful. None of the lawyers has yet received any payment for their time or expenses. If approved by the Court, Class Counsel will seek attorneys' fees of up to one-third (33⅓%) of the Settlement Fund, plus reasonable costs and expenses, to be paid from the Settlement Fund. Class Counsel will file their Fee and Expense Application no later than fourteen (14) days before the Opt-Out and Objection Deadline. The application will be available on the Settlement Website, or you can request a copy by contacting the Settlement Administrator (see Question 23).

The Settlement Class is represented by two named financial institutions ("Plaintiffs"). Subject to Court approval, the Plaintiffs intend to seek Service Awards of up to $2,500 per Plaintiff (two Plaintiffs), to be paid from the Settlement Fund, for the efforts expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed service awards at the Final Approval Hearing.

OBJECTING TO THE SETTLEMENT

18. How does a financial institution tell the Court that it does not like the settlement?

If your financial institution is a Settlement Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you both object to the Settlement and seek to exclude your financial institution, your financial institution will be deemed to have excluded itself and your objection will be deemed null and void.

Your objection must be in writing and must not exceed fifteen (15) pages, and must include:

- The name of this Litigation: *First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.*, Case No. 2:25-cv-01088-MRH (W.D. Pa.);
- The full name of the objecting Settlement Class Member and the full name, address, email address, and telephone number of the person acting on its behalf;
- An explanation of the basis upon which the objector claims to be a Settlement Class Member;
- Whether the objection applies only to the objecting Settlement Class Member, a specific subset of the Settlement Class, or the entire Settlement Class;
- All grounds for the objection stated, with specificity, accompanied by any legal support for the objection;
- The identity of all counsel who represent the objecting Settlement Class Member, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, Class Counsel's request for attorneys' fees, expenses, or Service Awards;
- The identity of all representatives (including counsel) who will appear at the Final Approval Hearing;
- A statement indicating whether the objecting Settlement Class Member intends to personally appear and/or testify at the Final Approval Hearing;
- A description of all evidence to be presented at the Final Approval Hearing in support of the objection, including a list of any witnesses, a summary of the expected testimony from each witness, and a copy of any documents or other non-oral material to be presented; and
- The objecting Settlement Class Member's signature on the written objection.

Any objection must be either filed electronically with the Court or mailed to the Clerk of the Court, Class Counsel, *and* Defense Counsel at the addresses set forth below. The objection must be electronically filed, or if mailed postmarked, no later than **[Objection Deadline: ________, 2026]**.

Court	Settlement Class Counsel	Defense Counsel
Clerk of the Court USDC, Western District of Pennsylvania Joseph F. Weis, Jr. United States Courthouse 700 Grant Street Pittsburgh, PA 15219	Joseph P. Guglielmo SCOTT+SCOTT ATTORNEYS AT LAW LLP 230 Park Avenue, 24th Floor New York, NY 10169 jguglielmo@scott-scott.com Gary F. Lynch LYNCH CARPENTER, LLP 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222 gary@lcllp.com	Michael Jervis MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 mjervis@mullen.law

Please see Question 10 for important information about recent changes to the United States Postal Service's postmarking practices to ensure your objection is timely.

19. What is the difference between objecting and excluding/opting out?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the benefits provided by the Settlement or other terms of the Settlement only if your financial institution stays in the Settlement Class. Excluding your financial institution or "opting out," is telling the Court that you don't want to be included in the Settlement Class. If your financial institution excludes itself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on ____________________, 2026 at _:__ _.m., before the Honorable Mark R. Hornak, United States District Judge for the Western District of Pennsylvania, at the Joseph F. Weis, Jr. United States Courthouse, 700 Grant Street, Pittsburgh, PA 15219, or at such other time, location, and venue as the Court may order. This hearing date and time may be moved. Please refer to the Settlement Website for notice of any changes.

No later than fourteen (14) days before the Opt-Out Deadline and Objection Deadline, Plaintiffs will file a motion for final approval of the Settlement and a separate Fee and Expense Application. Replies in support of final approval or the Fee and Expense Application will be filed no later than fourteen (14) days after the filing of any objections.

At the Final Approval Hearing, the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; how much Class Counsel will receive as attorneys' fees, costs, and expenses; and whether to approve service awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (see Question

18). At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

21. Does my financial institution have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you submitted your objection timely and in accordance with the requirements for objecting set out in the Settlement (see Question 18), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

22. What happens if my financial institution does nothing at all?

If your financial institution is a Settlement Class Member and does nothing, it will remain a part of the Settlement Class but will not get any payments from the Settlement. And, unless your financial institution excludes itself, it will not be able to sue Slim CD about the claims being resolved through this Settlement ever again. See the Settlement Agreement for more details about the releases.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement at [Website] or from the Settlement Administrator by calling toll-free 1-XXX-XXX-XXXX.

Please do not contact the Court, the Court Clerk, or Slim CD with questions about the Settlement.

PLAN OF ALLOCATION

24. What is the Plan of Allocation and how is my financial institution's payment calculated?

The Plan of Allocation describes how the Net Settlement Fund will be distributed among Settlement Class Members that submit Approved Claims. Each Settlement Class Member that submits a valid Claim Form identifying its Alerted On Payment Cards will receive a Pro Rata Share of the Net Settlement Fund. The Pro Rata Share for each Settlement Class Member is calculated as follows:

$$\textit{\textbf{Pro Rata Share}} = \frac{\textit{\textbf{Member's Alerted On Payment Cards}}}{\textit{\textbf{Total Alerted On Payment Cards in All Approved Claims}}} \times \textit{\textbf{Net Settlement Fund}}$$

The actual amount your financial institution receives will depend on the number of Approved Claims and the number of Alerted On Payment Cards in those claims

25. How does the Settlement Administrator validate claims?

To receive a Pro Rata Share, your financial institution must submit a valid Claim Form identifying the number of Alerted On Payment Cards it issued. The Settlement Administrator will evaluate each claim to determine: (a) whether your financial institution is a Settlement Class Member and submitted a complete and accurate Claim Form; and (b) whether the number of Alerted On Payment Cards identified in the Claim Form is accurate, based on a comparison of the information submitted and the Card Brand data provided to the Settlement Administrator. The Settlement Administrator may request documentation that a Card Brand alert was received to confirm that your financial institution is a Settlement Class Member or to verify the number of Alerted On Payment Cards for which your financial institution seeks a Pro Rata Share. The Settlement Administrator will de-duplicate claims using standard approaches and may require supplementation of a Claim Form or additional information to validate or audit a submitted claim. If your financial institution fails to provide the requested supplementation or additional information, the Settlement Administrator may reject the claim. Subject to the appeal rights described in Questions 26 and 27 below, the Settlement Administrator's decision with respect to the validity of a claim shall be final.

26. What happens if my financial institution's claim is found deficient?

If the Settlement Administrator determines that a claim is deficient in whole or in part, it will notify your financial institution of that determination by email or mail to the address provided in the Claim Form, identifying the specific deficiency. By way of example, a claim may be found deficient if your financial institution is not identified in the Card Brand data or if the number of Alerted On Payment Cards on the Claim Form exceeds the number reflected in that data. By the deadline provided in the notice of deficiency, your financial institution must respond to the Settlement Administrator stating whether it accepts the determination, rejects it, or seeks to cure the identified deficiency. Any attempt to cure—such as by providing additional information, an amended Claim Form, or additional documentation—must be submitted with that response. If your financial institution agrees with the Settlement Administrator's determination or fails to timely respond, the determination shall be deemed final.

27. What if my financial institution disputes a Final Determination?

If your financial institution disputes a Final Determination, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a copy of the dispute, the Claim Form, and all supporting documentation. Class Counsel and Defendant's Counsel will confer and, if they agree on approval or rejection of the claim in whole or in part, that determination shall be final. If they cannot agree, the dispute will be submitted to the Court, whose decision shall be final and non-appealable.

28. When will payments be issued, and what happens to any uncashed or leftover funds?

After the Effective Date and once all Approved Claims have been determined, the Settlement Administrator will calculate the Pro Rata Share for each Settlement Class Member that submitted an Approved Claim and will mail a check to the address provided in the Claim Form, or to an updated address if one has been provided to the Settlement Administrator. If a check is returned as undeliverable with forwarding address information, the Settlement Administrator will re-mail the check to the updated address. For checks returned undeliverable without forwarding address information, the Settlement Administrator will make reasonable efforts to re-deliver the check, including attempting to verify an updated address or contact person.

29. How long does my financial institution have to cash its check?

Settlement checks will be valid for 120 days from the date issued.

30. What happens to uncashed or leftover funds?

If any funds remain in the Net Settlement Fund 150 days after checks are issued due to uncashed checks or otherwise, the Settlement Administrator will, if administratively feasible, redistribute those funds pro rata to Settlement Class Members that submitted Approved Claims and cashed their checks. If redistribution is not administratively feasible, the remaining funds will be donated to Neighborhood Legal Services, a non-profit 501(c)(3) organization.

Exhibit C

Subject: Notice of Class Action Settlement

First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.,
Case No. 2:25-cv-01088-MRH (W.D. Pa.)

Claim Number

PIN [link to website]

Dear (Name)

If your financial institution issued one or more payment cards identified as having been at risk as a result of the data security incident that Slim CD, Inc. announced in September 2024, it could get a payment from a class action settlement.

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

Your financial institution's legal rights are affected whether you act or don't act. Read this notice carefully.

A Settlement has been proposed to resolve a lawsuit against Defendant Slim CD brought by a putative class of financial institutions as a result the data security incident involving unauthorized access to Slim CD's computer systems from August 17, 2023 to June 15, 2024, in which an unauthorized actor may have been able to view certain payment card numbers between June 14, 2024 and June 15, 2024, and which affected up to 1.5 payment card numbers issued in the United States (the "Data Security Incident"). The information that may have been exposed was limited to name, mailing address, payment card number, and payment card expiration date. If your financial institution ("you") qualifies, you may submit a Claim Form to get benefits, or you can exclude yourself from the Settlement, or object to it.

The U.S. District Court for the Western District of Pennsylvania authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the Settlement.

Who Is Included?

Your financial institution is a member of the Settlement Class and affected by the settlement if:

It is a financial institution in the United States (including its Territories and the District of Columbia); and

It issued one or more payment cards (including debit and credit cards) identified in a Card Brand Notice issued in the United States by Visa, MasterCard, or Discover, in connection with the Data Security Incident. Visit **[website]** for more details as to the payment cards that are included.

What Is This Case About?

The lawsuit asserts claims against Slim CD for alleged negligence, negligence *per se*, unjust enrichment, and declaratory and injunctive relief. The financial institutions seek to recover damages for expenses related to Alerted On Payment Cards incurred as a result of the Data Security Incident. Slim CD denies the allegations and any wrongdoing, and that it is liable in any amount to the financial institutions. The Court has not decided whether Slim CD has any legal liability.

What Does the Settlement Provide?

Slim CD has agreed to pay a total non-reversionary Settlement Fund of $2,000,000. All Settlement Class Members that submit valid Claim Forms identifying their Alerted On Payment Cards will be eligible to receive a distribution from the Net Settlement Fund. For a full description of how payments will be calculated and distributed, see the Plan of Allocation included in the Notice (available at **[website]**).

The Settlement Fund will be used to pay: (i) Taxes and Tax Expenses; (ii) the Fees and Expense Award (including Service Awards) authorized by the Court; (iii) any fees of the Escrow Agent; (iv) the Costs of Settlement Administration; and (v) any other fees and expenses authorized by the Court and paid from the Settlement Fund. The remaining amount—the Net Settlement Fund—will be distributed pro rata to Settlement Class Members who submit Approved Claims.

How Do You Ask for a Payment?

You can submit a claim online at **[website]**. If eligible, your financial institution will receive a cash payment. This is the only way to get compensation from the Settlement. Your Claim Form must be submitted online or postmarked no later than **[claims deadline]**.

What Are Your Other Options?

If you do not want to be legally bound by the Settlement, you must exclude yourself by **[op out deadline]** or you will not be able to sue, or continue to sue, Slim CD, or any other Defendant's Released Persons (as defined in the Settlement), for any of the claims resolved by the Settlement. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Settlement Class, but wish to object, you must do so by **[objection deadline]**. Details on how to exclude yourself or object to the Settlement are available in the Notice (available at **[website]**).

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a hearing in this case on **[date]** at **[time]**, in Courtroom [xx] before United States District Judge Mark R. Hornak of the Western District of Pennsylvania, at the Joseph F. Weis, Jr. United States Courthouse, 700 Grant Street, Pittsburgh, PA 15219, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees, expenses, and Service Awards for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

Want More Information?

This is only a summary of the proposed Settlement of this lawsuit. More details are in the Notice and Settlement Agreement which, along with other documents, can be viewed at **[website]**. For more information, call toll free at **[number]** or visit **[website]**.

Exhibit D

COMPLETE AND SIGN THIS FORM AND SUBMIT ONLINE NO LATER THAN ______, 2026 at [WEBSITE]
or
SUBMIT BY MAIL POSTMARKED BY ______, 2026
Slim CD Financial Institution Data Breach Settlement
c/o Analytics LLC
[ADDRESS]

First Choice Federal Credit Union and Financial Horizons Credit Union v. Slim CD, Inc.
Case No. 2:25-cv-01088-MRH (W.D. Pa.)

CLAIM FORM
Financial Institution Settlement

INSTRUCTIONS – READ CAREFULLY

Use this form if your financial institution is a Settlement Class Member that is entitled to make a claim under the Settlement. For more information about who is a Settlement Class Member and details about the Settlement, see [WEBSITE].

- To make a claim, complete the **Settlement Class Member Information** section, fill out the **Payment Card Certification** section, and sign the **Claim Form**. You must complete all sections to be eligible to receive a payment from the Settlement.
- Settlement Class Members who submit a valid, timely Claim Form will receive a *pro rata* share of the Net Settlement Fund based on the number of Alerted On Payment Cards issued by your financial institution relative to the total number of Alerted On Payment Cards identified in all valid Claims.
- Please note that Settlement benefits will be distributed only after the Settlement becomes effective.

Materials to Gather to Complete this Claim Form: The number of payment card accounts your financial institution issued that were identified as having been at risk as a result of the Slim CD Data Security Incident in an alert from: (i) Visa: US-2024-0663; (ii) MasterCard: ADC1104236-US-24-1; or (iii) Discover: DCA-USA-2024-1961 and PDCA-USA-2024-12563.

**** ALL CLAIMANTS MUST COMPLETE THE SECTION BELOW ****

SETTLEMENT CLASS MEMBER INFORMATION

Name of Financial Institution / Settlement Class Member

____

Name of Person Filling Out This Form

____

Your Title in the Financial Institution

____

Mailing Address

____

City	**State**	**Zip Code**

Daytime Phone	**E-Mail Address**

(If an e-mail address is provided, the Settlement Administrator will communicate primarily by e-mail about your claim.)

PAYMENT CARD CERTIFICATION

Is your financial institution the issuer of one or more payment cards that were identified in any of the categories of alerts or similar documents below? (Check **All Applicable Boxes** Below.)

If you check "YES," indicate how many payment card accounts your financial institution issued that were identified in the referenced alert(s) or similar documents. For purposes of completing this form, please note a payment card number can have only one corresponding payment card account, even if multiple payment cards bearing the card number were issued.

Visa alert(s) in connection with the Slim CD Data Security Incident: YES NO

(US-2024-0663a-PA and related alerts in the Visa series)

Number of Alerted On Payment Cards issued by your institution:

____

MasterCard alert(s) in connection with the Slim CD Data Security Incident: YES NO

[MasterCard alert series]

Number of Alerted On Payment Cards issued by your institution:

____

Discover alert(s) in connection with the Slim CD Data Security Incident: YES NO

(Discover alert(s) issued in connection with the Slim CD Data Security Incident)

Number of Alerted On Payment Cards issued by your institution:

____

If you are unable to answer YES to any part of Question 1, then your financial institution is not a Settlement Class Member and is not eligible to participate in this Settlement. Please do not submit a Claim Form.

SIGN THE CLAIM FORM

By submitting this Claim Form, the above-named Settlement Class Member certifies that it is eligible to make a claim in this Settlement and that the information provided in this Claim Form is true and correct. The Duly Authorized Representative of the Settlement Class Member declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. The above-named Settlement Class Member understands that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from the Settlement Class Member. The representative signing this form certifies that it has authority to submit the form on behalf of the above-named Settlement Class Member.

Signature of Duly Authorized Representative of Settlement Class Member	Date	
Print Name	Title	

CLAIM SUBMISSION REMINDERS

(a) You may submit your claim online through the Settlement Website at [WEBSITE] or by mail to the address above.
(b) Please keep a copy of this Claim Form for your records if submitting by mail.
(c) Claims must be submitted online by ____________**, 2026** or mailed so they are postmarked by _____________**, 2026**.

Exhibit E

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

FIRST CHOICE FEDERAL CREDIT UNION and FINANCIAL HORIZONS CREDIT UNION, individually and on behalf of all others similarly situated, Plaintiffs, v. SLIM CD, INC., Defendant.	Case No. 2:25-cv-01088-MRH

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On ____________________, 2026, this Court entered an order granting preliminary approval (the "Preliminary Approval Order") (Doc. ____) of the Settlement between Plaintiffs First Choice Federal Credit Union and Financial Horizons Credit Union ("Plaintiffs"), on their own behalf and on behalf of the Settlement Class, and Defendant Slim CD, Inc. ("SlimCD" or "Defendant"), as memorialized in the Settlement Agreement, dated ____________________, 2026 (Doc. ____) ("Settlement Agreement") submitted in connection with Plaintiffs' Unopposed Motion for Preliminary Approval of the Settlement (Doc. ____);[1]

On ____________________, 2026, pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing;

1 All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement.

Exhibit G

On ____________________, 2026, Plaintiffs filed their Motion for Final Approval of the Class Action Settlement ("Final Approval Motion") and accompanying Memorandum of Law and supporting exhibits, and Plaintiffs filed an Application for Attorneys' Fees, Expenses, and Service Awards and accompanying Memorandum of Law and supporting exhibits ("Fee and Expense Application");

On ____________________, 2026, the Court held the Final Approval Hearing to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Complaint and Litigation should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (f) the application for Service Awards to the Settlement Class Representatives should be approved. Prior to the Final Approval Hearing, Plaintiffs filed a declaration from Analytics LLC, the Settlement Administrator, confirming that the Notice Program was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval in support of or in opposition to the proposed Settlement, the award of attorneys' fees, costs, and expenses, and Service Awards.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Slim CD, having reviewed all of the submissions presented with respect to the proposed Settlement,

Exhibit G

having determined that the Settlement is fair, adequate, and reasonable, having considered Class Counsel's Fee and Expense Application, and having reviewed the materials in support thereof, and good cause appearing in the record, Plaintiffs' Final Approval Motion is **GRANTED**, and Class Counsel's Fee and Expense Application is **GRANTED**, and:

IT IS HEREBY ORDERED THAT:

Jurisdiction and General Findings

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all, for purposes of settlement approval only, Parties thereto, including the Settlement Class. The Court also has personal jurisdiction over the Parties and Settlement Class Members, for purposes of settlement.

2. The Settlement was entered into in good faith following arm's length negotiations, including a full-day mediation before Steven R. Jaffe, Esq., on January 15, 2026, and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plan for allocation of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, and in the best interest of the Settlement Class.

Exhibit G

Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

Objections and Opt-Outs

7. __________ objection(s) were filed by Settlement Class Members. The Court has considered all objections and finds that the objections do not counsel against Settlement approval, and the objections are hereby overruled in all respects.

8. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

9. A list of those Settlement Class Members who have timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement ("Opt-Out Members") has been submitted to the Court in the Declaration of ____________________, filed in advance of the Final Approval Hearing. That list is attached as **Exhibit A** to this Order. The persons and/or entities listed in **Exhibit A** are not bound by the Settlement, this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in **Exhibit A** shall be deemed not to be Releasing Parties.

Class Certification

10. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

Exhibit G

> All financial institutions in the United States (including its territories and the District of Columbia) that issued one or more Alerted on Payment Cards.
>
> Excluded from the Settlement Class are: (i) the Court and any immediate family members of the Court; (ii) directors and officers of Defendant; (iii) parents and subsidiaries of Defendant; and (iv) financial institutions that timely and validly request exclusion from the Settlement Class.

11. The Court determines that for settlement purposes only, the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the Settlement Class Representatives are typical of absent Settlement Class Members; that the Settlement Class Representatives have and will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter; that Defendant has acted or refused to act on grounds that apply generally to the Settlement Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

12. The Court grants final approval to the appointment of First Choice Federal Credit Union and Financial Horizons Credit Union as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

13. The Court grants final approval to the appointment, pursuant to Rule 23(g), of Joseph P. Guglielmo of Scott+Scott Attorneys at Law LLP and Gary F. Lynch of Lynch Carpenter,

Exhibit G

LLP as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

Notice to the Settlement Class

14. The Court finds that the Notice Program, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied Rule 23(c)(2) and was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the Final Approval Hearing, and satisfied the other requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

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

Award of Attorneys' Fees, Costs, Expenses, and Service Awards

16. The Court has considered Plaintiffs' Fee and Expense Application.

17. The Court grants Class Counsel's request for Service Awards and awards $____________________ to each Plaintiff: First Choice Federal Credit Union and Financial Horizons Credit Union. The Court finds that this payment is justified by their service to the Settlement Class. These Service Awards shall be paid from the Settlement Fund in accordance with the Settlement.

18. Pursuant to Rule 23(h) and relevant Third Circuit authority, the Court awards Class Counsel $____________________ as an award of reasonable attorneys' fees, and $____________________ in costs and expenses, to be paid from the Settlement Fund in

Exhibit G

accordance with the Settlement. The Court finds the amount of fees and expenses to be fair and reasonable.

19. This award of attorneys' fees, costs, expenses, and Service Awards is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

Other Provisions

20. The Parties to the Settlement shall carry out their respective obligations thereunder.

21. Release of Released Defendant's Persons. By operation of this Final Approval Order and Judgment, without further action by anyone, upon the Effective Date, Plaintiffs and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall be: (i) deemed to have fully, finally, and forever waived, comprised, settled, discharged, dismissed, extinguished, and released each and every one of the Released Claims against Defendant and each and every one of the Released Defendant's Persons; (ii) forever barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum against Defendant and each and every one of the Released Defendant's Persons; and (iii) deemed to have covenanted not to sue Defendant and each and every one of the Released Defendant's Persons on the basis of any Released Claims or to assist any person in commencing or maintaining any suit relating to any Released Claim against Defendant and each and every one of the Released Defendant's Persons. The foregoing release is given regardless of whether Plaintiffs or Settlement Class Members have: (i) executed and delivered a Claim Form; (ii) actually received the Settlement Notice; (iii) participated in the

Exhibit G

Settlement Fund; (iv) filed an objection to the Settlement or the Fee and Expense Application; or (v) had their claims approved or allowed.

22. The Released Claims are any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, administrative, statutory, or equitable, that are, were, or could have been asserted in the Litigation or the Complaint, including, but not limited to, claims that result from, arise out of, are based upon, or relate to the Data Security Incident. Released Claims do not include any claims relating to the enforcement of the Settlement.

23. Release of Releasing Parties. By operation of this Final Approval Order and Judgment, without further action by anyone, as of the Effective Date, Defendant, on behalf of itself and each of their respective heirs, executors, trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall be (i) deemed to have fully, finally, and forever waived, compromised, settled, discharged, dismissed, extinguished, and released each and every one of the Released Defendant's Claims against Plaintiffs and each and every one of the Released Plaintiffs' Persons; and (ii) forever barred from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendant's Claims in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum against Plaintiffs and each and every one of the Released Plaintiffs' Persons.

24. The Released Defendant Claims are any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, administrative, statutory, or equitable, arising out of or relating

Exhibit G

in any way to the institution, prosecution, assertion, settlement, or resolution of the Litigation. Released Defendant's Claims do not include any claims relating to the enforcement of the Settlement.

25. Notwithstanding ¶¶21-24, nothing in this Final Approval Order and Judgment shall bar any action by any Party to enforce or effectuate the terms of this Settlement Agreement or this Final Approval Order and Judgment.

26. As of the Effective Date, Settlement Class Members shall be enjoined from pursuing any Released Claims against Defendant's Released Persons. The Settlement may be pleaded as a complete defense to any action asserting Released Claims.

27. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Slim CD of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Slim CD, or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

28. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession, or evidence of any liability or wrongdoing of any nature, or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all

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Releases in the Settlement and this Final Approval Order and Judgment), or to defend against the assertion of any Released Claims or Released Defendant's Claims in any other proceeding, or as otherwise required by law.

29. The Settlement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

30. The Court hereby dismisses the Litigation and Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment or the Settlement Agreement.

31. Consistent with the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

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

Exhibit G

implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party and resolution of any disputes that may arise relating in any way to, arising from, the implementation of the Settlement or the implementation of this Final Approval Order and Judgment.

IT IS SO ORDERED on this _____ day of _________________, 2026.

____

Hon. Mark R. Hornak
United States District Judge
Western District of Pennsylvania