IN THE UNITED STATES DISTRICT COURT
FOR THE 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

JOINT DECLARATION OF JOSEPH P. GUGLIELMO AND GARY F. LYNCH IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL

We, Joseph P. Guglielmo and Gary F. Lynch, pursuant to 28 U.S.C. §1746, declare as follows:

1. We are partners at the law firms of Scott+Scott Attorneys at Law LLP ("Scott+Scott") and Lynch Carpenter LLP ("Lynch Carpenter"), respectively. We represent Plaintiffs First Choice Federal Credit Union and Financial Horizons Credit Union ("Plaintiffs") and are proposed Class Counsel in the above-captioned action (the "Litigation") against Defendant Slim CD, Inc. ("Slim CD"). We provide this Declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval. We have personal knowledge of all matters set forth herein, and would testify completely to them if called upon to do so.

2. Throughout our careers, our law practices have focused on representing plaintiffs in complex civil litigation. For nearly the last decade, we have spent the bulk of our profession time representing consumers and financial institution plaintiffs in class action and multi-district

litigation throughout the country and are currently serving, or have served, as lead, co-lead, or in other leadership positions in numerous federal and state actions, including on behalf of financial institutions in *In re Equifax, Inc., Customer Data Sec. Breach Litig.*, No. 1:17-md-02800 (N.D. Ga.) (both appointed co-lead MDL counsel on behalf of financial institution plaintiffs arising out of 2017 data breach, final approval of $32.5 million settlement granted); *In re Home Depot Data Breach Litig.*, No. 1:14-md-2583 (N.D. Ga.) (both appointed co-lead MDL counsel on behalf of financial institution plaintiffs arising out of 2014 data breach, final approval of $27.25 million settlement granted); *Veridian Credit Union v. Eddie Bauer LLC*, No. 2:17-cv-00356 (W.D. Wash.) (both appointed co-lead counsel on behalf of financial institution plaintiffs, final approval of $9.8 million settlement granted). Copies of Scott+Scott and Lynch Carpenter's firm resumes are attached hereto as **Exhibits 1 and 2**, respectively.

3. The Parties have entered into a Class Action Settlement Agreement (the "Settlement") to resolve the claims of Plaintiffs and the proposed Settlement Class against Slim CD stemming from data security incident in which Slim CD suffered unauthorized system access between August 17, 2023 and June 15, 2025, and which may have enabled an unauthorized actor to view or obtain certain credit card information between June 14, 2024 and June 15, 2024. A true and correct copy of the Settlement is attached hereto as **Exhibit 3**.

4. Following the commencement of the Litigation, the Parties began discussing the possibility of an early resolution of the Plaintiffs' and the Settlement Class's claims asserted against Slim CD. The Parties thereafter agreed to engage in a mediation session before Steven R. Jaffe of Upchurch Watson White & Max Mediation Group.

5. In advance of the mediation, the Parties engaged in informal and confirmation discovery via the mediation process wherein Plaintiffs propounded discovery requests on Slim

CD, and Defendant provided information about the Data Security Incident, including Slim CD's investigation into the Data Breach, the size of the Settlement Class, the payment card data compromised, and potentially applicable insurance policies. The Parties further exchanged substantive memoranda outlining their positions regarding the claims and defenses in the action.

6. While the Parties did not complete formal discovery, the information Slim CD produced and that was reviewed by Class Counsel via the mediation process provided the information needed for Class Counsel to objectively evaluate the strengths and weaknesses of Plaintiffs' and Settlement Class Members' claims.

7. The Settlement is the result of good faith and well-informed arm's-length negotiations overseen by a third-party neutral. The Parties reached a settlement in principle during a full-day mediation session before Steven R. Jaffe, Esq. on January 15, 2026. The Parties reached a settlement in principle only after numerous rounds of demands and counteroffers. The proposed Settlement will resolve all pending claims in the litigation for approximately 4,100 Settlement Class Members.

8. The Parties did not negotiate the Service Awards to Plaintiffs until after the key provisions of the Settlement Agreement, including the amount of relief to the Settlement Class, were agreed upon.

9. Other than the publicly-filed Settlement Agreement, the only additional agreements between the Parties pertains (i) to the number of opt-out requests, reflected by a percentage of Alerted On Payment Cards required to trigger Slim CD's option to terminate the Settlement before final approval; and (ii) the terms governing the Escrow Account between the Parties and the Escrow Agent. Copies of these agreements will be provided for *in camera* review at the Court's request.

10. Following the successful mediation session, the Parties thereafter executed a binding Term Sheet on January 30, 2026. Following the execution of the Term Sheet, the Parties then spent a significant amount of time drafting and revising drafts of the full Settlement Agreement, proposed notices, proposed orders, and selecting the Settlement Administrator. At all times, these negotiations were at arm's length, courteous, professional, intense, and hard-fought on all sides. The Parties' arm's length settlement negotiations culminated in a fully executed Settlement Agreement on May 12, 2026.

11. Plaintiffs provided substantial assistance that allowed Class Counsel to successfully prosecute and resolve this Litigation, and their interests are aligned with those of the Settlement Class. Plaintiffs have performed valuable services for the settlement Class, including bringing their claims to Class Counsel for investigation, agreeing to serve as representative plaintiffs, reviewing the compliant, providing information and documentation, where available, to Class Counsel, and reviewing and approving the Settlement.

12. The Settlement will provide Settlement Class members with significant monetary relief in the amount of a non-reversionary cash payment of $2,000,000.00 into a Settlement Fund. Under the Settlement, the Settlement Fund shall be used to pay court-approved attorneys' fees and reasonable litigation costs, costs of settlement administration and notice, and any court-approved Service Awards to the Plaintiffs, in recognition of the risks and benefits of their participation and substantial services they performed. After all applicable fees, expenses, and awards are deducted, the Net Settlement Fund will be allocated *pro rata* to each Settlement Class Member who submits a valid a valid Claim Form based on the number of Alerted on Payment Cards relative to all Approved Claims.

13. The litigation and the proposed Settlement are the product of significant investigation of Plaintiffs' and Class Members' claim. Class Counsel conducted extensive and lengthy research into the factual and legal issues presented in this matter, reviewed documentation and information produced by Slim CD, and analyzed the applicable legal precedents and previous settlements in similar cases.

14. Based on the information obtained from informal discovery and the mediation process, Class Counsel's independent investigation of the relevant facts and applicable law to assess the merits of the claims to be resolved in the Settlement Agreement and how best to serve the Settlement Class, and Class Counsel's broad experience with other prior analogous cases, Class Counsel determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class, especially when taking account of the immediate benefits that the Settlement provides compared to the risks, uncertainties, delays, and costs of continued litigation.

15. For the purposes of effectuating individualized, direct Notice, Settlement Class Members will receive Long-Form Notice and a Claim Form (where only physical addresses are available) and Email Notice via email (where email is available). The Notice will contain pertinent information regarding the Settlement Agreement, including directing Settlement Class Members to the Settlement Website. To effectuate the Notice Program Class Counsel has subpoenaed the Card Brands MasterCard, Visa, and Discover to obtain a complete list of alert numbers for the Alerted On Payment Cards and the ultimate number of Settlement Class Members, including: (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. This information will be provided by the card brands to the Settlement Administrators to effectuate the Notice Program.

16. We have significant prior experience working with the selected Settlement Administrator, Analytics LLC, in obtaining the above information from the card brands and are confident that the card brands, to the extent they have not already provided the requested information, will provide this information following preliminary approval. We currently anticipate that the Settlement Class will comprise of approximately 4,100 financial institutions who issued approximately 1.5 million Alerted On Payment Cards.

17. The Settlement Administrator shall also establish a Settlement Website, which will include the Settlement Agreement, relevant pleadings, the Long Form Notice, any relevant Court orders regarding the Settlement, and a list of frequently asked mutually agreed upon by the Parties. The Long-Form Notice describes plainly: (1) the terms and effect of the Settlement Agreement; (ii) the time and place of the Final Approval Hearing; (iii) how the recipients of the Class Notice may object to the Settlement; (iv) the nature and extent of the release of claims; (v) the procedure and timing for objecting to the Settlement; and (vi) the form and methods by which Settlement Class Member may either participate in or exclude themselves from the Settlement.

18. This Settlement Class is comprised of financial institutions, most of which will have received similar notices and claim forms in connection with other payment card data breach settlements that utilized similar processes.

19. We believe the proposed Notice Program represents the best practicable Notice to Settlement Class Members and satisfies all due process considerations and meets the requirements of Federal Rule of Civil Procedure 23(e)(1)(b).

20. We have significant experience in consumer class-action litigation, including payment card data breaches such as this one. We have been appointed as interim lead counsel, and

as Class Counsel on behalf of financial institutions, in a number of analogous cases across the country, as detailed in the resumes of Scott+Scott and Lynch Carpenter attached hereto.

21. We declare under penalty of perjury that the foregoing is true and correct.

Executed on May 13, 2026
in New York, New York

/s/ Joseph P. Guglielmo
Joseph P. Guglielmo

Executed on May 13, 2026
in Pittsburgh Pennsylvania

/s/ Gary F. Lynch
Gary F. Lynch