State Court of Fulton County
E-FILED
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Donald Talley, Clerk
Civil Division

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

BRITTANY CANUP, QUINCY BROWN, CLARRISA JOHNSON, and KOLONDA SMITH, individually and on behalf of all others similarly situated, Plaintiffs, v. **GAS EXPRESS, LLC d/b/a CIRCLE K,** Defendant.	Case No. 25EV012357

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant. The Settlement Agreement with accompanying exhibits is attached as Exhibit 1 to the Motion.

In or around May 20, 2024, Defendant experienced a Data Incident in which unauthorized actors gained access to its network and computer systems. On December 5, 2025, Plaintiffs filed their Class Action Complaint ("Complaint") against Defendant in the State Court of Fulton County. The Complaint asserts several causes of action, all of which allegedly arise from the Data Incident. The Complaint alleges that Defendant failed to properly secure personally identifiable information, which resulted in the unauthorized disclosure of Plaintiffs' and other individuals' Private Information. Defendant denies any wrongdoing.

Plaintiffs and Defendant, through their respective counsel, have entered into a Settlement

Agreement following good faith arm's-length negotiations. The Parties have agreed to settle this Action pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in the dismissal of the Action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement is **GRANTED** as set forth herein.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to O.C.G.A. § 9-11-23, the Court provisionally certifies a Settlement Class in, this matter defined as follows:

> All living individuals residing in the United States who were sent a notice by Defendant that their Private Information was impacted in the Data Incident.

Excluded from the Settlement Class are: (i) all persons who are directors, officers, and agents of Defendant; (ii) governmental entities; and (iii) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

The Court provisionally finds, for settlement purposes only, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (ii) there are issues of law and fact common to the Settlement Class; (iii) the claims of Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (iv) Plaintiffs and Proposed Class Counsel will fairly and adequately protect the interests of the Settlement Class as Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (v) questions of law or fact common to Plaintiffs predominate over

any questions affecting only individual members; and (vi) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Class Representatives and Settlement Class Counsel:** Brittany Canup, Quincy Brown, Clarrisa Johnson, and Kolonda Smith are hereby provisionally designated and appointed as Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore will be adequate Class Representatives.

The Court also finds Plaintiffs' counsel is experienced and adequate and is hereby provisionally designated as Class Counsel—Jeff Ostrow of Kopelowitz Ostrow P.A., Tyler J. Bean of Siri & Glimstad LLP, Casondra Turner of Milberg, PLLC, and Kevin Laukaitis of Laukaitis Law LLC.

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

4. **Jurisdiction:** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Fulton County, Georgia and Defendant conducts substantial business throughout Fulton County.

5. **Final Approval Hearing:** A Final Approval Hearing shall be held on _____, 2026, at _____ a.m./p.m. in the State Court for Fulton County, or remotely if so set by the Court, to determine, among other things, whether: (i) this matter should be finally certified as

a class action for settlement purposes pursuant to O.C.G.A. § 9-11-23; (ii) the settlement should be finally approved as fair, reasonable, and adequate pursuant to O.C.G.A. § 9-11-23; (iii) the Action should be dismissed with prejudice pursuant to the terms of the Settlement; (iv) Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; and (v) the Motion for Final Approval, Application for Attorneys' Fees, Expenses, and Service Awards should be granted.

Plaintiffs' Motion for Final Approval, Application for Attorneys' Fees, Expenses, and Service Awards shall be filed with the Court fifteen (15) days before the initial scheduled Final Approval Hearing.

6. **Administration:** The Court appoints Simpluris as the Settlement Administrator, with responsibility for Notice and Settlement Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All Notice and Settlement Administration Costs shall be paid by Defendant.

7. **Notice to the Class:** The proposed Notice Program set forth in the Settlement Agreement including the Postcard Notice, Long Form Notice, and the Claim Form attached to the Settlement Agreement as Exhibits 1, 2, and 3 satisfy the requirements of O.C.G.A. § 9-11-23, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within 20 days following Preliminary Approval, the Settlement Administrator shall commence the Notice Program in the manner set forth in the Settlement Agreement. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval

hearing.

8. **Findings and Conclusions Concerning Notice:** The Court finds that the form content, and method of giving Notice to the Settlement Class as described in the Settlement (including the exhibits thereto): (i) will constitute the best practicable notice to the Settlement Class; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the action; the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object or opt-out from the proposed Settlement and other rights under the terms of the Settlement; and (iii) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive Notice. As such, the Court concludes that the Notice Program meets all applicable requirements of law and the Due Process Clause(s) of the Georgia and United States Constitution. 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.

9. **Exclusion from Class:** Each Settlement Class member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement. To be effective, written notice must be postmarked by the Opt-Out Deadline.

Any Settlement Class Member who does not timely and validly opt-out of the Settlement shall bound by the terms of the Settlement. If a Final Approval Order is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt-out of the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order including Settlement Class Members who have

previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement. All Settlement Class Members who submit valid and timely requests to opt-out of the Settlement shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances:** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement or Application for Attorneys' Fees, Expenses, and Service Awards.

Each Settlement Class Member desiring to object shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law

firm have objected to a class action settlement within the preceding five years; (v) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (vi) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (viii) the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement or the Application for Attorneys' Fees, Expenses, and Service Awards.

If a Final Approval Order is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement or Application for Attorneys' Fees, Expenses, and Service Awards.

11. **Claims Process and Distribution and Allocation Plan:** Class Counsel and Defendant have created a process for assessing and determining the validity and value of Claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of settlement consideration according to the terms of the Settlement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so

in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a Claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement, the Release included in that Settlement, and the Final Approval Order.

12. **Termination of Settlement:** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement. In such event, the Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order:** This Preliminary Approval Order shall be of no force or effect if Final Order is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Plaintiffs or any other Settlement Class member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Action or in any other lawsuit.

14. **Stay of Proceedings:** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final

Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

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

16. **Summary of Deadlines:** The preliminarily approved settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include but are not limited to:

Notice Deadline: Twenty (20) Days After Entry of Preliminary Approval Order

Opt-Out/Exclusion Deadline: Fifteen (15) Days Prior to Final Approval Hearing

Objection Deadline: Fifteen (15) Days Prior to Final Approval Hearing

Claims Deadline: Fifteen (15) Days Prior to Final Approval Hearing

Motion For Final Approval, Fees/Costs, and Service Awards Deadline: Forty-Five (45) Days Prior to Final Approval Hearing

Final Approval Hearing: September 8, ,2026 (no earlier than 120 days after entry of Preliminary Approval Order)

IT IS SO ORDERED this the 16th day of April, 2026.

Myra N. Dixon

Hon. Myra H. Dixon
Judge, State Court of Fulton County

Public court record.

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Court: State Court of Fulton County, Georgia
Case number: 25EV012357
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