

# **EXHIBIT 1**

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*Attorney for Plaintiff and the Settlement Class*

**IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**

**IN AND FOR MARICOPA COUNTY**

Maria Barrios, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

Farmers Investment Co. d/b/a Green  
Valley Pecan Company, an Arizona  
corporation,

Defendant.

Case No. CV2024-002001

**SETTLEMENT AGREEMENT**

This Settlement Agreement, dated as of April 22, 2024, is made and entered into by and among the following Settling Parties (as defined below): (i) Maria Barrios (“Plaintiff”),

individually and on behalf of the Settlement Class (as defined below); and (ii) Farmers Investment Co. d/b/a Green Valley Pecan Company, an Arizona Corporation (“Farmers” or “Defendant”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

## **I. THE LITIGATION**

Plaintiff alleges that on or about May 31, 2022, Farmers was the subject of a cyberattack and purportedly failed to adequately protect the personal information of Plaintiff and other putative class members from that cyberattack. After Farmers learned of the Data Incident (as defined below), notification was mailed to approximately 9,000 individuals notifying them that their personally identifiable information (or, PII, as defined below) may have been impacted by the Data Incident. Subsequently, this lawsuit was filed asserting claims of (1) negligence; (2) negligence per se; (3) breach of implied contract; and (4) unjust enrichment against Farmers relating to the Data Incident (the “Litigation”). Defendant denies the allegations asserted in the Litigation and denies liability, harm to Plaintiff and the Settlement Class (defined below), and any resulting damages to Plaintiff and the Settlement Class.

This Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Farmers relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against Farmers relating to the Data Incident.

## **II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING**

Plaintiff believes the claims asserted in the Litigation, as set forth in the complaint filed in the Litigation, have merit. Plaintiff and Class Counsel (as defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Farmers through motions practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

Defendant denies each and all of the claims and contentions alleged against it in the Litigation. Defendant denies all charges of wrongdoing, injury, damages, or liability as alleged, or which could be alleged, and the certifiability of a litigation class in the Litigation. Nonetheless, Defendant, recognizing the uncertainty and risks inherent in litigation, has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, and Farmers, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully

compromised, settled, and released, and the Litigation shall be dismissed with prejudice, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

**1. Definitions**

As used in the Settlement Agreement, whether preceding this section of the Agreement or thereafter, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means providing notice to the Settlement Class Members and the processing and payment of claims received from Participating Settlement Class Members by the Claims Administrator as well as the performance of other administrative duties performed in service of this Agreement (as defined below).

1.3 “Claims Administrator” means Atticus Administration, LLC (“Atticus”) a company experienced in administering class action claims and settlements generally and specifically those of the type provided for and made in data breach litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below). The Claim Form, subject to Court approval, will be substantially in the form shown in **Exhibit A** attached hereto, which will be available on both the Settlement Website (as defined below), and in paper format for Settlement Class Members who specifically request a paper copy.

1.6 “Costs of Claims Administration” means all reasonable, actual costs for Claims Administration. The costs of Claims Administration may be subject to a not to exceed amount.

1.7 “Court” means the Superior Court for the State of Arizona in and for Maricopa County.

1.8 “Data Incident” means the cybersecurity incident perpetrated against Farmers giving rise to the Litigation.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 9 have occurred and been met.

1.10 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award for fees and expenses, or service award made in this case shall not affect whether the Judgment is “Final” as defined herein. Nor will any such modification or reversal affect any other aspect of the Judgment.

1.11 “Judgment” means a judgment rendered by the Court.

1.12 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form, subject to Court approval, shown in **Exhibit C** hereto.

1.13 “Objection Date” means the date by which Settlement Class Members must mail or email their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.14 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Person” means an individual, corporation, partnership, limited partnership, limited liability company, partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assigns.

1.16 “PII” means certain personal information, including but not limited to, names, dates of birth, and Social Security Numbers.

1.17 “Plaintiff” or “Class Representative” means Maria Barrios.

1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.19 “Class Counsel” means the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC.

1.20 “Released Claims” shall collectively mean any and all past, present, and future claims, petitions, complaints, suits, demands, charges, causes of action, lawsuits, or other proceedings whereby a Person may seek set-offs, costs, expenses, attorneys’ fees, losses, rights, obligations, debts, contract enforcement, penalties, damages, or liabilities against another of any nature whatsoever, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment

interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, in law or equity, by statute or common law, matured or not yet matured, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. To avoid any ambiguity, claims as between the Settling Parties that are not based on the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are preserved and shall not be affected by the releases herein.

1.21 “Released Parties” means Farmers and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.



1.22 “Settlement Claim” or “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.23 “Settlement Class” means all individuals residing in the United States who provided personally identifiable information to Defendant and to whom Defendant sent a notice concerning the Data Incident. The Settlement Class specifically excludes Farmers, and its officers and directors and the judge presiding over this case and their staff and immediate family. The Settlement Class consists of approximately 9,000 individuals.

1.24 “Participating Settlement Class Member” means all members of the Settlement Class who do not timely and validly request exclusion from the Settlement Class (i.e., opt-out). Plaintiff is a Participating Settlement Class Member.

1.25 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.26 “Settlement Website” means the website described in ¶ 3.2(c).

1.27 “Settling Parties” means, collectively, Farmers and Plaintiff, individually and on behalf of the Settlement Class.

1.28 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit B** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees and costs, and the date of the hearing to be conducted by the Court to determine whether the Settlement is fair, adequate, and reasonable pursuant to applicable rule (“Final Fairness Hearing”).

1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, including the Unknown Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil 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 OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement

Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.30 “United States” means all 50 states, the District of Columbia, and all territories.

1.31 “Valid Claims” means timely Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

## **2. Settlement Benefits**

### **2.1 Expense Reimbursement.**

2.1.1 *Compensation for Ordinary Losses.* All Settlement Class Members who submit a valid and timely Claim using the Claim Form are eligible for reimbursement for unreimbursed, documented ordinary out-of-pocket expenses, not to exceed \$400 per Settlement Class Member, that were incurred as a result of the Data Incident, including unreimbursed: (i) bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (viii) fees for credit reports, or other identity theft protection services and plans purchased between May 31, 2022 and seven days after the Court approved Notice is sent to the Settlement Class. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator.

2.1.2 *Compensation for Lost Time.* Settlement Class Members are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$15 per hour). Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member includes a brief description of activities engaged in responding to the incident and the time spent on each such activity, and attests that any claimed lost time was spent responding to issues raised by the Data Incident. Claims made for lost time can be combined with reimbursement for the above referenced out-of-pocket expenses with the combined or individual time spent reimbursement subject to the \$400 cap for ordinary out-of-pocket expenses applicable to each Settlement Class Member.

2.1.3 *Compensation for Extraordinary Losses.* Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$4,000 per Settlement Class Member for proven monetary loss that: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between May 31, 2022 and seven days after a Court approved notice of Settlement is sent to the Settlement Class; and (iv) is not already covered by one or more of the above-referenced reimbursed expenses in ¶ 2.1.1 and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion, if applicable, of the Settlement Class Member's credit monitoring insurance and identity theft insurance. To receive reimbursement for extraordinary losses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator.

2.1.4 *Claims Process.* Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted

online on or before the 75th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. In submitting a Claim Form, a Settlement Class Member must affirm under the laws of the United States that information and documents submitted are true and correct. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form shall result in denial of a claim. For claims for lost time claimed by Settlement Class Members, the Settlement Class Member need only provide an attestation that the time claimed was spent responding to issues raised by the Data Incident and a description of how the time was spent, by activity.

2.2 Limitation on Reimbursable Expenses. Nothing in this Settlement Agreement shall be construed as requiring Farmers to provide, and Farmers shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement. The Maximum payment obligation for Defendant under this Settlement for all Claims made under paragraph 2.1.1, 2.1.2, and 2.1.3 shall be \$200,000. This does not apply to costs for credit monitoring.

2.3 Credit Monitoring. Settlement Class Members are eligible to claim two (2) years of one credit bureau credit monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this Settlement benefit.

2.4 Security Enhancements/Confirmatory Discovery. Farmers has implemented or agreed to implement enhancements to its data system security-related measures through December 31, 2024, which will provide additional protection of the PII of Plaintiff and Settlement Class Members still in its possession. Defendant has identified these measures for Plaintiff's counsel and provided supporting documentation with such identification and documents treated as highly confidential. Defendant will be prepared to address the disclosed measures with the Court during the settlement approval process or as otherwise specified by the Court.

2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the Claim is complete and plausible. For any claims the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to the Settling Parties through counsel. If the Settling Parties, mutually, do not agree with the Claimant's claim, after meeting and conferring, then the Claim shall be denied. If the Settling

Parties disagree regarding the treatment of the Claim, the Claimant's claim shall be resubmitted and referred to the Claims Administrator for a final binding and independent resolution.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant thirty (30) days from the transmission of a cure notice to cure the defect before rejecting the claim. If the defect is not timely cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

2.5.3 Following receipt of additional information from a claimant subject to a cure notice, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Claim is facially valid, then the Claim shall be paid subject to ¶ 2.5.4. If the Claims Administrator determines that such a Claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the Claim, then the Claims Administrator may reject the Claim without any further action. If the Claim is rejected in whole or in part, for other reasons, then the Claim shall be referred to counsel for the Settling Parties to resolve, with such resolution to be completed within ten (10) days of referral from the Claims Administrator.

2.5.4 The Claims Administrator shall administer and calculate distributions for Valid Claims. Class Counsel and counsel for Farmers shall be given reports for the Valid Claims and have the right to challenge any such claim, including distributions thereunder. Class Counsel or counsel for Farmers may request from the Claims Administrator and be provided through secure

transmission, for any Valid Claim, the name of the Settlement Class Member, dollar amounts to be paid as extraordinary or ordinary losses, and all supporting documentation submitted for the Claim. If the Settling Parties agree within 10 days of receiving the requested information that any such claim is improper, the Claims Administrator shall follow counsel's joint direction on the disposition of the claim. If the Settling Parties cannot agree on the disposition of a Valid Claim, the claim will be resubmitted to the Claims Administrator for final, non-appealable disposition. In reaching disposition, the Claims Administrator is authorized to communicate with counsel for the Settling Parties separately or collectively.

2.5.5 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1, and costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, shall be paid by Farmers. If this Settlement Agreement is terminated or not approved, Farmers will be responsible only for the costs specified above incurred by the date of termination or such non-approval.

2.6 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.



### 3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. Within 45 days of the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court, and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.6;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel;
- d) appointment of Plaintiff as Class Representative;
- e) approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit B**, attached hereto;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit C**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, the requested service award to the Plaintiff, and the date, time and place of the Final Fairness Hearing;

g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit A**, attached hereto; and

h) appointment of the agreed upon Claims Administrator.

3.2 Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

a) *Class Member Information*: Within ten (10) days of entry of the Preliminary Approval Order, Farmers shall provide the Claims Administrator with the notice list used to notify the Settlement Class of the Data Incident, which includes the name and physical address of each Settlement Class Member (collectively, “Class Member Information”). The Claims Administrator shall utilize industry standard practices for verifying the names and addresses of Settlement Class Members prior to sending Notice.

b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Agreement, or to provide data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

c) *Settlement Website*: Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, that will inform Settlement

Class Members of the terms of this Agreement, their rights, relevant Settlement dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative Class Action Complaint filed in the Litigation; (vi) Class Counsel's motion for attorneys' fee and costs and service award to Plaintiff; (vii) Plaintiff's motion for preliminary approval of the Settlement; and (viii) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically.

d) *Short Notice:* Within thirty (30) days of entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class members as follows:

- via direct mail to the postal address provided within the Class Member Information, and/or email as applicable. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;

- in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
  - in the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- e) Publishing, on or before the date of mailing the Agreement, the Preliminary Approval Order, the Claim Form and the Long Notice on the Settlement Website

as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period;

- f) A toll-free help line, operated by or through the Claims Administrator, shall be made available to provide Settlement Class Members with information relevant to this Settlement through the Effective Date and longer if agreed upon by the Settling Parties;
- g) The Claims Administrator also will provide hard copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and
- h) Contemporaneously with seeking Final approval of the Settlement, Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with the Preliminary Approval Order or other order of the Court. The notice program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval Order.

3.4 Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1 Each Person 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 Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the notice program commences pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class (i.e., Settlement Class Members) in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 If within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than forty-five (45) timely and valid Opt-Outs (i.e., exclusions) submitted, Farmers may, by notifying Class Counsel and the Court in writing, void this Settlement Agreement. If Farmers voids the Settlement Agreement pursuant to this paragraph, Farmers shall pay all settlement expenses due and owing to the Settlement Administrator, but will have no obligation to pay any attorneys' fees, costs, expenses of Class Counsel, or service awards. Farmers shall not, at any time, seek recovery of settlement expenses from any other party to the Litigation or from counsel to any other party to the Litigation, excepting settlement expenses paid arising from acts of fraud by the party from whom recovery is sought.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature and, if applicable, the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2. Concurrently and by the same date, a copy of the objection must be mailed and postmarked or emailed to the Claims Administrator to the physical or email address established by the Claims Administrator and identified in the Claim Form. The Claims Administrator will forward, upon receipt, the objection to Class Counsel and counsel for Farmers.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and any Judgment in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement,

the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Arizona Rules of Appellate Procedure and not through a collateral attack.

## **6. Releases**

6.1 Upon the Effective Date, each Participating Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, including Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Participating Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any other capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any action or recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted against any one or more of the Released Parties.

6.2 Upon the Effective Date, Farmers shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff, each and all of the Participating Settlement Class Members, and Class Counsel of all claims based upon the institution, prosecution, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement or to address fraudulent claims of a Participating Settlement Class Member. Notwithstanding the above, any other claims or defenses Farmers may have against such Persons including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not



based upon the institution, prosecution, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Farmers nor their Released Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than Plaintiff, each and all of the Participating Settlement Class Members, and Class Counsel.

**7. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiff**

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Farmers would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiff as may be ordered by the Court. Farmers and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 Farmers has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Litigation, subject to Court approval, in an amount not to exceed \$143,750. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court. No Person shall have any claim against the Claims Administrator and/or Farmers based on allocations or distributions of attorneys' fees, costs, and expenses by Class Counsel.

7.3 Subject to Court approval, Farmers has agreed not to object to a request for a service award in the amount of \$2,250 to named Plaintiff.

7.4 If awarded by the Court, Farmers shall pay the attorneys' fees, costs, expenses, and service award to Class Counsel within thirty (30) days of the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Class Counsel and the service award to Plaintiff consistent with ¶¶ 7.2 and 7.3. Farmers and the Claims Administrator shall have no responsibility, liability, or other obligation concerning the distribution of attorneys' fees, costs and expenses among Class Counsel and service award to Plaintiff.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1 The Claims Administrator shall administer and calculate the claims submitted by Participating Settlement Class Members under ¶ 2.1. Class Counsel and Farmers shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve Claims Administration issues. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the process set forth in ¶ 2.5.

8.2 Checks or electronic payment (if selected by a Participating Settlement Class Member) for approved Valid Claims shall be mailed and postmarked or electronically transferred within thirty (30) days of the Effective Date.

8.3 All Participating Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Farmers, Released Parties, Class Counsel, Plaintiff, and/or Farmers' counsel based on distributions of benefits to Participating Settlement Class Members.

8.5 PII submitted by Participating Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Class Counsel, and counsel for Farmers.

## **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order;
- b) Farmers has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3 or as otherwise permitted by this Settlement Agreement;

- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined herein.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for Farmers mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Farmers counsel a complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party’s counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys’ fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

## **10. Miscellaneous Provisions**

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may

file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between Farmers and Plaintiff regarding the Settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Farmers and Plaintiff, or the Settling Parties' counsel in connection with to the Settlement. Except as otherwise provided herein, each party shall bear its own costs. Any agreements reached between Farmers, Plaintiff, and any third party, are expressly excluded from this provision.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."



10.12 All dollar amounts are in United States dollars (USD).

10.13 Cashing a settlement check or accepting an electronic payment of a Settlement distribution is a condition precedent to any Participating Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Participating Settlement Class Member shall have until four (4) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Participating Settlement Class Member's right to receive monetary relief shall be extinguished, and Farmers shall have no obligation to make

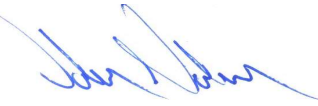
payments to the Participating Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than two (2) months from the Effective Date, requests for re-issuance shall not be honored after such checks become void.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Settlement Agreement as established by their signatures below.

	04/22/2024
_____ Class Representative Maria Barrios	Date
	04/24/2024
_____ Heather Triana CFO/VP Finance, Secretary & Treasurer For Farmers Investment Co.	Date

APPROVED AS TO FORM:

	4/22/2024
_____ John Nelson, Esq. Milberg Coleman Bryson Phillips Grossman, PLLC Attorneys for Class Representative and Settlement Class	Date

_____ Kathryn Honecker, Esq. Lewis Brisbois Bisgaard & Smith LLP Attorney for Defendant Farmers Investment Co.	4/22/2024 Date
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# **EXHIBIT A**

Must be postmarked  
or submitted online by  
Month DD, 2024

BARRIOS V. FARMERS INVESTMENT CO. D/B/A  
GREEN VALLEY PECAN COMPANY CLAIMS  
ADMINISTRATION C/O ATTICUS  
PO BOX 64053  
ST. PAUL, MN 55164  
WWW.INSERT.COM

**FARMERS  
INVESTMENT**

## Farmers Investment Co. Settlement Claim Form

*Maria Barrios v. Farmers Investment Co. d/b/a Green Valley Pecan Company*

Case No. CV2024-002001

In the Superior Court for the State of Arizona, in and for Maricopa County

### SETTLEMENT BENEFITS

This Claim Form should be filled out online or submitted by mail if you are an individual notified of a data incident that occurred in or about May 2022 (“Data Incident”) by letter from or on behalf of Farmers Investment Co. d/b/a Green Valley Pecan Company (“Farmers”), and you wish to sign up for credit monitoring and identity protection services and/or receive reimbursement for economic losses or lost time because of the Data Incident. You may get a check or electronic payment if you fill out this Claim Form, if the Settlement is finally approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official Settlement Website, [www.INSERT.com](http://www.INSERT.com) or call 1-INSERT for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by INSERT. Alternatively, you may submit a claim using the online form located on the Settlement Website listed above.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE.

### Class Member Information

<b>1. NAME:</b>	First	M.I.	Last
	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>2. MAILING ADDRESS:</b>	Street Address		
	<input type="text"/>		
	Apt. No.		
	<input type="text"/>		
	City		
<input type="text"/>			
State			
<input type="text"/>			
Zip			
<input type="text"/> - <input type="text"/>			



Expense Types and Examples of Documents	Approximate Amount of Expense and Date Incurred	Description of Ordinary Losses (Identify what you are attaching, and why the loss was incurred as a result of the Data Incident.)
<p>Unreimbursed Bank Fees</p> <p><i>Examples: Bank statements with fees, such as card reissuance, unreimbursed overdraft and late fees, circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Long Distance Phone Charges</p> <p><i>Example: Phone bills with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Cell Phone Charges (only if charged by the minute)</p> <p><i>Example: Cell phone bills with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Data Charges (only if charged based on the amount of data used)</p> <p><i>Examples: Cell phone and/or internet bills with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

<p><b>Postage</b></p> <p><i>Example: Postage receipts with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p><b>Gasoline for Local Travel</b></p> <p><i>Example: Gasoline receipts with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p><b>Credit Reports</b></p> <p><i>Example: Receipts or statements for credit reports ordered with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p><b>Credit Monitoring Products</b></p> <p><i>Example: Receipts or statements for credit monitoring products purchased with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

<p>Identity Theft Insurance Product</p> <p><i>Example: Receipts or statements for identity theft insurance products purchased with charges circled.</i></p>	<p>\$</p>       <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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**Lost Time**

All members of the Settlement Class who have spent time dealing with the Data Incident may claim up to three (3) hours for lost time at a rate of \$15 per hour. Any payment for lost time is included in the \$400 cap per Settlement Class member.

I spent this many hours of time related to the Data Incident:

**Hour(s). Please round to the nearest hour (no documentation is needed).**

**By checking this box, I attest that I spent the claimed time responding to issues raised by the Data Incident.**

<b>Explanation of Time Spent Responding to Issues Raised by the Data Incident</b> (Identify what you did and why)	<b>Approx. Date(s) (if known)</b>	<b>Number of Hour(s) rounded</b>
<hr/> <hr/> <hr/> <hr/> <hr/>		

## Extraordinary Losses Caused by the Data Incident

Check the box if you wish to claim extraordinary losses caused by the Data Incident. Settlement Class Members may make a claim for documented extraordinary losses more likely than not caused by the Data Incident, up to a maximum amount of \$4,000.

Extraordinary losses, including proven actual monetary losses caused by fraud or information misuse can be reimbursed provided the loss: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred ***between May 31, 2022 and seven days after a court approved notice of Settlement is sent to the Settlement Class*** (iv) is not already covered by one or more ordinary loss claimed in this Claim Form and (v) you made reasonable efforts to avoid the loss, or seek reimbursement for the loss through existing credit monitoring insurance and identity theft insurance.

Please describe the categories of Extraordinary Losses you are claiming, and be sure to attach all documentation you have relating to these expenses:

Total Amount Claimed for this Category: \$ \_\_\_\_\_

Expense Types and Examples of Documents	Approximate Amount of Expense and Date Incurred	Description of Extraordinary Losses (Identify what you are attaching, and why it was incurred as a result of the Data Incident.)
For example, professional fees incurred to address identity theft or fraud, such as falsified tax returns and financial account fraud, .	\$  Date:	_____  _____
Other losses or costs resulting from identity theft or fraud (provide detailed description)  <i>Please provide a detailed description or a separate document submitted with this Claim Form.</i>	\$  Date:	_____  _____

## Payment Option

If you made a claim for a cash payment in this Claim Form, you could elect to receive your payment either by check or as a digital payment. Payments must be cashed within ninety (90) days.

Which do you prefer?

- Check mailed to me  
 Digital payment

Please select **one** of the following digital payment options, which will be used should you be eligible to receive a settlement payment:

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.**

## Signature

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand the Claims Administrator may ask me to provide supplemental information before my claim is considered complete, and may otherwise audit my claim form for accuracy and validity.

**Signature:**

**Dated:**

**Print Name:**

### Reminder Checklist.

- Keep copies of the completed Claim Form and documentation for your own records.
- If your address changes or you need to make a correction to the address on this Claim Form, please visit the Settlement Website at [www.INSERT.com](http://www.INSERT.com) and complete the form for updating contact information or



send written notification of your new address to the Claims Administrator. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you to complete your request.

- Please do not provide any sensitive documents that may contain personal information via email to the Claims Administrator. If you need to supplement your claim submission with additional documentation, please visit the Settlement Website at [www.INSERT.com](http://www.INSERT.com) and provide these documents by uploading them online using the Documentation Upload page or by mail to the address at the top of this Claim Form.
- For more information, please visit the settlement website at [www.INSERT.com](http://www.INSERT.com) or call the Claims Administrator at 1-INSERT. Please do **not** call the Court or the Clerk of the Court for additional information.

# **EXHIBIT B**

**A proposed Settlement has been reached in a class action lawsuit  
known as *Maria Barrios v. Farmers Investment Co. d/b/a Green Valley Pecan Company, an  
Arizona Corporation, Case No.: CV2024-002001,*  
("Lawsuit"), filed in the Maricopa County Superior Court, State of Arizona**

**What is this about?** This Lawsuit arises out of unauthorized access to Farmers Investment Co. d/b/a Green Valley Pecan Company, an Arizona corporation ("Farmers" or "Defendant") data systems, that occurred in or about May 2022 (the "Data Incident"), and allegations concerning certain files potentially accessed during the Data Incident that may have contained personally identifiable information ("PII") of Settlement Class Members.

**Who is a Settlement Class Member?** You are a Settlement Class Member if you are an individual residing in the United States who provided personally identifiable information to Defendant and to whom Defendant sent a notice concerning the Data Incident.

**What are the benefits?** The Settlement provides the following benefits:

- **Documented Ordinary Loss Expense Reimbursement:** Up to \$400 for documented out-of-pocket expenses and fees for credit reports, credit monitoring, or other identity theft insurance products. You must submit supporting documentation to receive reimbursement for your claimed losses.
- **Lost Time Reimbursement:** Reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (reimbursed at a rate of \$15 per hour).
- **Documented Extraordinary Loss Reimbursement:** Reimbursement for documented extraordinary losses, not to exceed \$4,000 per Settlement Class Member, for proven actual monetary losses. You must submit supporting documentation to receive reimbursement for your claimed losses.
- **Credit Monitoring:** two years of credit monitoring services with \$1,000,000 in identity theft protection services.
- **Remedial Relief:** Farmers has implemented data enhancement measures to provide further security for Plaintiffs and Settlement Class Members' PII.

You must file a claim by mail postmarked by [INSERT DATE] or online at [INSERT WEBSITE] by [INSERT DATE] to receive benefits from the Settlement.

**What are my other rights?**

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue and will be bound by any judgment, favorable or not, but you will not get any money; you must submit a claim to get money.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money from the Settlement. The Court will exclude you from the Settlement if you send a request for exclusion by [INSERT DATE].
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [INSERT DATE].
- **Final Fairness Hearing:** The Court will hold the Fairness Hearing at [INSERT] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined attorneys' fees, costs, and expenses of \$143,750 and request a Class Representative service award of \$2,250, to the Class Representative and to consider whether and if the Settlement should be approved. You may attend the hearing, but you don't have to. You may also retain your own counsel at your expense to represent you, but you currently have representation through Class Counsel.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Notice, Claim Form, Class Counsel's motion for attorney's fee and expenses, and other documents, visit [\[INSERT WEBSITE\]](#) or call [\[INSERT PHONE #\]](#).

# **EXHIBIT C**

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**If Farmers Investment Co. d/b/a Green Valley Pecan Company (“Farmers”) Notified You Of A Data Security Incident, You May Be Eligible For Benefits From A Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.*

- A proposed Settlement has been reached in a class action lawsuit known as *Maria Barrios v. Farmers Investment Co. d/b/a Green Valley Pecan Company*, Case No.: CV2024-002001 (“Lawsuit”), filed in Maricopa County, Arizona.
- This Lawsuit arises out of unauthorized access to a portion of Farmers’ data system in May 2022 (the “Data Incident”), and allegations concerning certain files potentially accessed during the Data Incident that may have contained personally identifiable information (“PII”) of Settlement Class Members.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) reimbursement for up to \$400 for documented out-of-pocket expenses and fees for credit reports, credit monitoring, or other identity theft insurance products, (2) reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (reimbursed at a rate of \$15 per hour), and (3) reimbursement for documented extraordinary losses, not to exceed \$4,000 per Settlement Class Member, for proven actual monetary losses.
- Settlement Class Members can receive two years of credit monitoring services with \$1,000,000 in identity theft protection services.
- Farmers has also implemented enhanced data security measures to further protect the PII of Plaintiffs and Class Members.
- You are included in this Settlement as a Settlement Class Member if you were sent a notice of the Data Incident.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

**YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT**

<b>Submit a Claim and/or Receive Credit Monitoring</b>	<b>You must submit a valid Claim to get money or credit monitoring from this Settlement.</b> Claim Forms must be submitted online by <b>[INSERT DATE]</b> or, if mailed, postmarked no later than <b>[INSERT DATE]</b> .
<b>Do Nothing</b>	If you do nothing, you remain in the Settlement. <b>You give up your rights to sue and you will not get any money or credit monitoring from the Settlement.</b>
<b>Exclude Yourself</b>	<b>Get out of the Settlement. Get no money. Keep your rights.</b> This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money or credit monitoring from the Settlement. Your request to exclude yourself must be postmarked no later than <b>[INSERT DATE]</b> .

<b>File an Objection</b>	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be postmarked or emailed no later than <b>[INSERT DATE]</b> .
<b>Go to a Hearing</b>	You can ask to speak in Court about the fairness of the Settlement. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for <b>[INSERT DATE]</b> .

## WHAT THIS NOTICE CONTAINS

### **Basic Information..... Pages 4-5**

1. How do I know if I am affected by the Lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?

### **The Settlement Benefits..... Pages 5-7**

5. What does this Settlement provide?
6. How to submit a Claim?
7. What am I giving up as part of the Settlement?
8. Will the Class Representative receive compensation?

### **Exclude Yourself..... Page 7**

9. How do I exclude myself from the Settlement?
10. If I do not exclude myself, can I sue later?
11. What happens if I do nothing at all?

### **The Lawyers Representing You ..... Page 8**

12. Do I have a lawyer in the case?
13. How will the lawyers be paid?

### **Objecting to the Settlement..... Page 8-9**

14. How do I tell the Court that I do not like the Settlement?
15. What is the difference between objecting and asking to be excluded?

### **The Final Fairness Hearing..... Page 9-10**

16. When and where will the Court decide whether to approve the Settlement?
17. Do I have to come to the hearing?

18. May I speak at the hearing?

**Get More Information ..... Page 10**

19. How do I get more information about the Settlement?



## BASIC INFORMATION

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 1. How do I know if I am affected by the Lawsuit or included in the Settlement?

You are a Settlement Class Member if you were sent a notice of the Data Incident. The notice informed individuals that they may have been impacted by the Data Incident.

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [\[INSERT\]](#), call toll free [\[INSERT\]](#), or write to [\[INSERT\]](#).

### 2. What is this case about?

This case is known as *Maria Barrios v. Farmers Investment Co. d/b/a Green Valley Pecan Company*, Case No.: CV2024-002001 (“Lawsuit”), filed in Arizona’s Maricopa County. The person who sued is called the “Plaintiff” and the company she sued, Farmers, is known as the “Defendant” in this case.

Plaintiff filed the Lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information (“PII”) was potentially impacted as a result of the Data Incident.

This Lawsuit arises out of unauthorized access to Farmers’ systems in or about May 2022 (the “Data Incident”), and allegations concerning certain files potentially accessed during the Data Incident that may have contained Personally Identifiable Information (“PII”) of Settlement Class Members. After learning of the Data Incident, Defendant mailed notification to persons whose PII may have been impacted by the Data Incident. Subsequently, this Lawsuit was filed asserting claims against Defendant relating to the Data Incident.

Defendant denies any wrongdoing, liability, or that damages resulted from the Data Incident.

### 3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [\[INSERT\]](#).

#### 4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who the Class Representative believes have similar claims. All these people together, for purposes of a settlement, are the “Settlement Class” or “Settlement Class Members.”

### THE SETTLEMENT BENEFITS

#### 5. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

##### **Expense Reimbursement**

**Documented Ordinary Loss Expense Reimbursement:** All Settlement Class Members who submit a valid claim using the Claim Form are eligible for the following documented ordinary loss expense reimbursement, not to exceed \$400 per Settlement Class Member: documented out-of-pocket expenses that were incurred as a result of the Data Incident, including but not limited to: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (viii) fees for credit reports, or other identity theft protection services and plans purchased between May 31, 2022 and seven days after the Court approved Notice is sent to the Settlement Class. To receive reimbursement for any of the above-referenced documented ordinary loss expenses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Claims Administrator.

**Lost Time Reimbursement:** Settlement Class Members are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$15 per hour). Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member includes a brief description of activities engaged in responding to the incident and the time spent on each such activity, and attests that any claimed lost time was spent responding to issues raised by the Data Incident. Claims made for lost time can be combined with reimbursement for the above referenced out-of-pocket expenses with the combined reimbursement subject to the \$400 cap for ordinary out-of-pocket expenses.

**Documented Extraordinary Loss Reimbursement:** Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$4,000 per Settlement Class Member, for documented monetary loss that: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between May 31, 2022 and seven days after a Court approved notice of Settlement is sent to the Settlement Class; and (iv) is not already covered by one or more of the above-referenced reimbursed expenses for ordinary losses and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion, if applicable, of the Settlement

Class Member's credit monitoring insurance and identity theft insurance.

**Credit Monitoring:** All Settlement Class Members will be eligible to claim two years of free credit monitoring services with \$1,000,000 of coverage for identity theft protection services upon submission of a valid Claim Form. No documentation is required to receive monitoring services.

**Remedial Relief:** Defendant has enhanced and will also continue to provide security for Plaintiff's and Class Members' PII. Defendant agrees to pay for such remedial costs separate and apart from other settlement benefits.

PLEASE NOTE THAT TO RECEIVE PAYMENT FOR DOCUMENTED ORDINARY OR EXTRAORDINARY LOSSES, YOU MUST SUBMIT THE REQUIRED SUPPORTING DOCUMENTATION. FAILURE TO PROVIDE DOCUMENTATION WILL RESULT IN A DENIAL OF ANY CLAIM FOR DOCUMENTED ORDINARY OR EXTRAORDINARY LOSSES.

## 6. How to submit a claim?

All claims will be reviewed by the Claims Administrator for completeness and plausibility. You must file a Claim Form to get money and credit monitoring from the proposed Settlement. Claim Forms must be submitted online by [INSERT DATE] or postmarked no later than [INSERT DATE]. You can download a Claim Form at [INSERT] or you can call the Claims Administrator at [INSERT] to have a Claim Form sent to you.

## 7. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Farmers and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at [INSERT WEBSITE].

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you will give up the right to sue for the claims in this case.

## **8. Will the Class Representative receive compensation?**

Yes. The Class Representative will receive a service award of up to \$2,250 to compensate her for her services and efforts in bringing and pursuing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

### **EXCLUDE YOURSELF**

## **9. How do I exclude myself from the Settlement?**

If you do not want to be included in the Settlement, the Court will exclude you from the Settlement if you send a timely written request for exclusion, signed by you or a person authorized by law, such as a trustee, guardian, or person with power of attorney to act on your behalf, which clearly manifests your intent to be excluded from the Settlement Class. If you do not timely exclude yourself from the Settlement you will be included in any judgment, regardless as to whether that judgment is favorable or not.

Your written request for exclusion must be postmarked no later than **[INSERT]** to:

**[INSERT MAILING ADDRESS]**

Instructions on how to submit a request for exclusion (sometimes called “opting out”) are available in the Settlement Agreement, Section 4, which can be found at **[INSERT WEBSITE]** or from the Claims Administrator by calling **[INSERT PHONE #]**.

If you exclude yourself you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Fairness Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant for the claims that this Settlement resolves.

## **10. If I do not exclude myself, can I sue later?**

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the Released Claims.

## **11. What happens if I do nothing at all?**

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit or be part of any other lawsuit against the Released Parties (listed in Question 8) about the Released Claims at any time.

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in the case?

Yes. The Court has appointed MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you do wish to be excluded from the Settlement and want to be represented by your own lawyer, you may hire one at your own expense and enter an appearance in the action through your counsel.

Class Counsel may be contacted at

John J. Nelson  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**  
402 W. Broadway, Suite 1760  
San Diego, CA 92101  
Tel: (858) 209-6941  
E-Mail: jnelson@milberg.com

### 13. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and expenses in an amount not to exceed \$143,750. A copy of Class Counsel’s motion for attorneys’ fees, costs, expenses, and service award for the Class Representative will be posted on the Settlement Website, [INSERT WEBSITE], before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested. The amount awarded to Class Counsel will not impact the benefits to be provided to the Settlement Class Members.

## OBJECTING TO THE SETTLEMENT

### 14. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, whether that be to the Settlement benefits, the request for attorneys’ fees or service award, the releases provided to the Defendant, or some other aspect of the Settlement, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- (i) your full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);

- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable;
- (iv) the identity of any counsel representing you for the objection;
- (v) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing; and
- (vi) your signature and, if applicable, the signature of your duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than [INSERT DATE]. Concurrently and by the same date, a copy of the objection must be mailed and postmarked or emailed to the Claims Administrator to the physical or email address established by the Claims Administrator and identified in the Claim Form. If you have any questions about filing procedures or processes, please contact the Clerk of the Court:

[INSERT COURT CLERK INFORMATION]

If you do not timely submit your objections in compliance with all requirements, you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness Hearing.

#### **15. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

### **THE FINAL FAIRNESS HEARING**

#### **16. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION]. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [INSERT WEBSITE] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a service award to the Class Representative. The Court's decision on the fee and service award requests will not affect the Court's decision on the Settlement.

### **17. Do I have to come to the hearing?**

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may have your own lawyer, at your expense, attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making an appearance at the hearing.

### **18. May I speak at the hearing?**

Yes. You can speak at the Final Fairness Hearing. The proper way to obtain permission to speak is to file an objection according to the instructions in Question 14. If you do not file an objection, you can still ask to be heard by the Court at the Final Fairness Hearing. The Court may or may not agree to hear you.

### **GET MORE INFORMATION**

### **19. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's motion for attorneys' fees, costs, expenses, and service award for Class Representative, and more, please visit [\[INSERT WEBSITE\]](#) or call [\[INSERT PHONE\]](#). You may also contact the Claims Administrator at [\[INSERT MAILING ADDRESS\]](#).

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL. QUESTIONS SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR OR CLASS COUNSEL**

# **EXHIBIT D**



1  
2 Christina Perez Hesano, Esq. (SBN 027023)  
3 **PEREZ LAW GROUP, PLLC**  
4 7508 North 59th Avenue  
5 Glendale, Arizona 85301  
6 Tel: (602) 730-7100  
7 cperez@perezlawgroup.com

8 John J. Nelson (CA SBN 317598) (*Pro Hac Vice*)  
9 **MILBERG COLEMAN BRYSON**  
10 **PHILLIPS GROSSMAN, PLLC**  
11 402 W. Broadway, Suite 1760  
12 San Diego, CA 92101  
13 Tel: (858) 209-6941  
14 jnelson@milberg.com

15 *Attorney for Plaintiff and the Class*

16 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**

17 **IN AND FOR MARICOPA COUNTY**

18 Maria Barrios, individually and on  
19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 Farmers Investment Co. d/b/a Green  
23 Valley Pecan Company, an Arizona  
24 corporation,

Defendant.

Case No. CV2024-002001

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

1  
2 The Court having held a Preliminary Approval Hearing on \_\_\_\_\_, 2024, at \_\_\_\_\_.m.,  
3 and having considered all matters submitted to it at the Preliminary Approval Hearing and  
4 otherwise, and finding no just reason for delay in entry of this Preliminary Approval Order  
5 (“Order”) and good cause appearing therefore, and having considered the papers filed and  
6 proceedings held in connection with the Settlement, having considered all of the other files,  
7 records, and proceedings in the Action, and being otherwise fully advised,

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

9 **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

10 1. The Settlement Agreement, which is attached to Plaintiff’s Unopposed  
11 Motion for Preliminary Approval (“Motion for Preliminary Approval”) as Exhibit 1, is  
12 incorporated fully herein by reference. The definitions used in the Settlement Agreement  
13 are adopted in this Order and shall have the same meaning ascribed in the Settlement  
14 Agreement.

15  
16 2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b)  
17 Plaintiff Maria Barrios, individually and on behalf of all others similarly situated  
18 (“Plaintiff”), and (c) Defendant Farmers Investment Co. d/b/a Green Valley Pecan  
19 Company, an Arizona Corporation (“Farmers” or “Defendant”) and, together with  
20 Plaintiff, the “Parties”.

21 3. This Order is based on Arizona Rule of Civil Procedure 23 (“Rule 23”).

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2 4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to the  
3 Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the  
4 range of possible approval, and was entered into after extensive, arm's-length negotiations,  
5 such that it is hereby preliminarily approved and notice of the Settlement should be  
6 provided to the Settlement Class, pursuant to Rule 23.

7 **CLASS CERTIFICATION**

8 5. For purposes of settlement only, and pursuant to Rule 23, the Court  
9 provisionally certifies the class, defined as follows:

10 All individuals residing in the United States who provided personally  
11 identifiable information to Defendant and to whom Defendant sent a notice  
12 concerning the Data Incident.

13 The Class specifically excludes: (i) Farmers; and (ii) the judge presiding over this  
14 case and their staff and family.

15 6. The Court provisionally finds, for settlement purposes only, that: (a) the  
16 Class is so numerous that joinder of all Class Members is impracticable; (b) there are  
17 questions of law and fact common to the Class; (c) the Plaintiff's claims are typical of the  
18 claims of the Class; (d) the Plaintiff will fairly and adequately protect the interests of the  
19 Class; (e) the questions of law or fact common to the Class Members predominate over any  
20 questions affecting only individual members; and (f) that a class action is superior to other  
21 available methods for fairly and efficiently adjudicating the controversy.

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2                    **CLASS REPRESENTATIVE, CLASS COUNSEL, AND CLAIMS**  
3                    **ADMINISTRATOR**

4                    7.        The Court finds that Maria Barrios will be an adequate Class Representative,  
5 and hereby appoints her as Class Representative.

6                    8.        The Court hereby appoints Milberg Coleman Bryson Phillips Grossman,  
7 PLLC as Class Counsel, and finds that they will adequately represent the interests of the  
8 Class.

9                    9.        The Court appoints Atticus Administration, LLC (“Atticus”) as Claims  
10 Administrator.

11                    **NOTICE TO CLASS**

12                    10.       Notice to the Class and the Costs of Claims Administration in accordance  
13 with the Preliminary Approval Order shall be paid by Defendant. Any attorneys’ fees,  
14 costs, and expenses of Plaintiff’s Counsel, and service award to the Class Representative,  
15 as approved by the Court, shall also be paid by Defendant.

16                    11.       The notice plan in the Settlement Agreement satisfies Rule 23, provides the  
17 best notice practicable under the circumstances and adequately notifies Class Members of  
18 their rights, and is hereby approved.

19                    12.       The Claim Form, Short Notice, and Long Notice, attached as **Exhibits**  
20 **A, B, and C**, respectively, to the Settlement Agreement, are constitutionally adequate and  
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1  
2 are hereby approved. The notice contains all essential elements required to satisfy state  
3 statutory requirements and due process under Arizona Rule of Civil Procedure 23, the  
4 United States Constitution, the Arizona Constitution and other applicable laws.

5 13. The Court further finds that the form, content, and method of providing the  
6 notice, as described in the Settlement Agreement, including the exhibits thereto: (a)  
7 constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated  
8 to apprise Settlement Class Members of the pendency of the action, the terms of the  
9 Settlement, their rights under the Settlement, including, but not limited to, their rights to  
10 object to or exclude themselves from the Settlement; and (c) are reasonable and constitute  
11 due, adequate, and sufficient notice to all Settlement Class Members.

12 14. The Claims Administrator is directed to carry out notice, including the  
13 claims process, as set forth in the Settlement Agreement.

14 15. Within thirty (30) days after entry of this Order (the “Notice Commencement  
15 Date”) and to be substantially completed no later than forty-five (45) days after entry of  
16 this Preliminary Approval Order (the “Notice Completion Date”), the Claims  
17 Administrator shall e-mail or mail the Short Notice to all Settlement Class Members in the  
18 manner set forth in the Settlement Agreement. Contemporaneously with the mailing, the  
19 Claims Administrator shall cause copies of the Settlement Agreement, Short Notice, Long  
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2 Notice, and Claim Form, in forms available for download, to be posted on the Settlement  
3 Website.

4 **CLAIMS, OPT-OUTS, AND OBJECTIONS**

5 16. The timing of the claims process is structured to ensure that all Settlement  
6 Class Members have adequate time to review the terms of the Settlement Agreement, make  
7 a claim, or decide whether they would like to object.

8 17. Settlement Class Members who qualify for Settlement Benefits and who  
9 wish to submit a Claim Form shall do so in accordance with the requirements and  
10 procedures specified in the Notice.

11 18. If the final approval order and Judgment (“Final Approval Order and  
12 Judgment”) is entered, all Settlement Class Members who fail to submit a claim in  
13 accordance with the requirements and procedures specified in the notice , and who do not  
14 timely exclude themselves from the Settlement Class, shall be forever barred from  
15 receiving any payments or benefits pursuant to the Settlement, but will in all other respects  
16 be subject to, and bound by, the provisions of the Settlement Agreement, including the  
17 releases therein.

18  
19 19. Settlement Class Members who seek to be excluded from the Settlement Class  
20 shall individually sign and timely submit written notice of such intent to the designated  
21 Post Office box established by the Claims Administrator. The written notice must clearly  
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2 manifest a person's intent to be excluded from the Class. To be effective, written notice  
3 must be postmarked no later than sixty (60) days after the Notice Commencement Date.  
4 All Persons who submit valid and timely notices of their intent to be excluded from the  
5 Settlement Class, as set forth in the Settlement Agreement, shall not receive any benefits  
6 of and/or be bound by the terms of this Settlement Agreement. All Persons falling within  
7 the definition of the Settlement Class who do not request to be excluded from the  
8 Settlement Class in the manner set forth in the Settlement Agreement shall be bound by  
9 the terms of the Settlement Agreement, including releases therein, and Judgment entered  
10 thereon.

11           20. Each Settlement Class Member desiring to object to the Settlement  
12 Agreement shall submit a timely written notice of his or her objection by the Objection  
13 Date. Such notice shall state: (i) the objector's full name, address, telephone number, and  
14 e-mail address (if any); (ii) information identifying the objector as a Settlement Class  
15 Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy  
16 of notice or copy of original notice of Data Incident); (iii) a written statement of all grounds  
17 for the objection, accompanied by any legal support for the objection the objector believes  
18 applicable; (iv) the identity of any counsel representing the objector in connection with the  
19 objection; (v) a statement as to whether the objector and/or his or her counsel will appear  
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2 at the Final Fairness Hearing, and; (vi) the objector's signature and the signature of the  
3 objector's duly authorized attorney or other duly authorized representative.

4 21. To be timely, written notice of an objection in the appropriate form must be  
5 filed with the Clerk of the Court, by no later than the Objection Date, and mailed or emailed  
6 to the Claims Administrator as outlined in the notice.

7 22. Any Settlement Class Member who does not make their objections in the  
8 manner and by the date set forth in the Settlement Agreement shall be deemed to have  
9 waived any objections and shall be forever barred from raising such objections in this or any  
10 other action or proceeding, absent further order of the Court.

11 23. Without limiting the foregoing, any challenge to the Settlement Agreement,  
12 this Order, and the Final Approval Order and Judgment shall be pursuant to appeal under  
13 applicable Court rules and not through a collateral attack.

14  
15 **FINAL APPROVAL HEARING**

16 24. A Final Fairness Hearing shall be held on [REDACTED] 2024 at the  
17 [REDACTED], and so noticed on the Settlement Website. The Court may require or  
18 allow the Parties and any objectors to appear at the Final Fairness Hearing either in person  
19 or by telephone or videoconference.

20 25. At the Final Fairness Hearing, the Court will determine whether: (1) this  
21 action should be finally certified as a class action for settlement purposes pursuant to Rule  
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1  
2 23; (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) the  
3 action should be dismissed with prejudice pursuant to the terms of the Settlement  
4 Agreement; (4) Settlement Class Members should be bound by the Releases set forth  
5 in the Settlement Agreement; (5) Class Counsel's application for attorneys' fees and costs  
6 should be approved; and (6) the Class Representative's requests for Service Awards should  
7 be approved.

8         26. Class Counsel shall file a motion for attorneys' fees and costs and Class  
9 Representative's request for a service award on or before fourteen (14) days prior to the  
10 Objection Deadline.

11         27. Class Counsel shall file a motion for Final Approval and Judgment no  
12 later than fourteen (14) days prior to the date of the Final Fairness Hearing.

13         28. In the event the Settlement is not approved by any court, is terminated for  
14 any reason by the Parties or otherwise, is declared null and void, or in the event the  
15 Effective Date does not occur, the Parties to the Settlement Agreement, including  
16 Settlement Class Members, shall be deemed to have reverted, without prejudice to their  
17 rights in the Litigation, to their respective status in the Litigation immediately prior to the  
18 execution of the Settlement Agreement, and, except as otherwise expressly provided in the  
19 Settlement Agreement, the Parties shall proceed in all respects as if the Settlement  
20 Agreement and any related orders had not been entered. In addition, any orders entered  
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1  
2 pursuant to the Settlement Agreement shall be deemed null and void and vacated and shall  
3 not be used in or cited by any Person in support of claims or defenses in the Litigation  
4 (except as necessary to explain procedural history).

5         29. In the event the Settlement is not approved by any court, is terminated for  
6 any reason by the Parties or otherwise, is declared null and void, or in the event the  
7 Effective Date does not occur, Settlement Class Members, Plaintiff, and Class Counsel  
8 shall not be responsible or liable for costs of notice and administration associated with the  
9 Settlement or the Settlement Agreement, except that each Party shall bear its own  
10 attorneys' fees and costs.

11         30. This order shall have no continuing force or effect if a final Judgment is not  
12 entered and shall not be construed or used as an admission, concession, or declaration by  
13 or against Farmers of any fault, wrongdoing, breach, liability, or the certifiability of any  
14 class.  
15

16                     **SETTLEMENT ADMINISTRATION AND DEADLINES**

17         31. The preliminarily approved Settlement shall be administered according to its  
18 terms pending the Final Fairness Hearing. Deadlines arising under the Settlement and this  
19 Order include, but are not limited to:  
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<b>EVENT</b>	<b>DATE</b>
Notice Commencement Date	No later than 30 days after entry of the Preliminary Approval Order
Notice Completion Date	No later than 45 days after entry of the Preliminary Approval Order
Deadline for Class Members to Opt-Out of Settlement	60 days after the Notice Commencement Date
Deadline for Class Members to Object to Settlement	60 days after the Notice Commencement Date
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after the Notice Commencement Date commences
Deadline for Plaintiff to file motion for attorneys' fees, expenses and service award for Class Representative	14 days prior to the Objection Deadline
Deadline for Plaintiff to file the motion for Final Approval and Judgment	14 days prior to the Final Fairness Hearing
Final Fairness Hearing	No earlier than 150 days after the entry of the Preliminary Approval Order

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**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable

Respectfully submitted by:

\_\_\_\_\_  
John Nelson  
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC

\_\_\_\_\_  
Kathryn Honecker LEWIS BRISBOIS BISGAARD & SMITH LLP