

**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION**

**CRYSTAL GANNON and
JASON METZNER, individually
and on behalf of all others
similarly situated,**

PLAINTIFFS,

v.

CASE NO. 60CV-24-3329

**W.P. MALONE, INC. d/b/a
ALLCARE PHARMACY**

DEFENDANT.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR: (1) FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND (2) FOR ATTORNEYS' FEES,
COSTS AND SERVICE AWARDS**

This matter came before the Court on February 10, 2026, in Pulaski County Circuit Court, with Strauss Borrelli PLLC appearing as counsel for Plaintiffs Crystal Gannon and Jason Metzner ("Plaintiffs") and Freeman Mathis & Gary, LLP appearing on behalf of Defendant W.P. Malone, Inc. d/b/a AllCare Pharmacy ("Defendant"). The Court, having reviewed the Parties' submissions, heard argument of counsel, and being fully advised, hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement.

FINDINGS

1. All terms used in this Order shall have the same meaning as set forth in the Settlement Agreement and Release ("Agreement").

2. This Court has jurisdiction over the subject matter of this litigation and all Parties, including all Settlement Class Members.

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PRELIMINARY APPROVAL OF THE SETTLEMENT

3. On November 10, 2025, the Court granted preliminary approval of the proposed class-wide Settlement and provisionally certified the Settlement Class for settlement purposes only.

NOTICE TO THE SETTLEMENT CLASS

4. In accordance with the Preliminary Approval Order, the Settlement Administrator, CPT Group, Inc., implemented the Notice Plan, including direct mail and email notice to Class Members. The Court finds that the Notice was the best notice practicable under the circumstances, satisfying Ark. R. Civ. P. 23 and due process.

5. According to the Settlement Administrator, a total of 339 valid claims were submitted. The deadline to opt out or object was February 9, 2026. A total of two individuals opted out, and zero objections were received.

6. The Court finds that notice was given in a reasonable and sufficient manner and satisfies all legal requirements.

FAIRNESS OF THE SETTLEMENT

7. The Agreement is entitled to a presumption of fairness. The Court finds:

- The Settlement was reached through arm's-length negotiations facilitated by a neutral mediator.
- Plaintiffs' counsel conducted a thorough investigation and discovery sufficient to assess the claims.
- Counsel for both sides are experienced in data breach litigation and support the Settlement.
- The number of opt-outs and objections is minimal.

- Participation by Class Members indicates broad support.

8. The Settlement provides the following relief to each Settlement Class Member who submits a valid and timely claim: (i) reimbursement of up to \$150 for documented ordinary out-of-pocket expenses; (ii) reimbursement of up to \$1,000 for documented, unreimbursed extraordinary losses directly caused by the Data Incident; (iii) compensation for up to three hours of lost time at \$25/hour (up to \$75) based on attestation; and (iv) in the alternative, a \$50 cash payment with no documentation required. Additionally, all Settlement Class Members could elect to receive two years of three-bureau credit monitoring and identity restoration services. These benefits are separate from and in addition to any attorneys' fees, costs, or service awards. All notice and administrative costs will be paid by Defendant and will not diminish relief available to the Class.

9. The Court finds the Settlement fair, reasonable, and adequate and approves the Agreement in full.

ATTORNEYS' FEES AND LITIGATION COSTS

10. The Court approves attorneys' fees and costs in the amount of \$200,000. These awards are reasonable in light of the contingent nature of the case, risks undertaken, and results achieved.

SERVICE AWARDS

11. The Court approves Service Awards of \$3,000 each to Plaintiffs Crystal Gannon and Jason Metzner in recognition of their efforts and commitment to the interests of the Class.

ORDERS

1. The Settlement Class is finally certified for settlement purposes as: "All individuals whose Personal Information was contained in Defendant's digital records on

September 21, 2023, and all individuals who were sent or provided notice or a letter informing them about the Data Incident.” Excluded from the Settlement Class are (i) Defendant and its counsel; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

2. The Settlement Agreement is finally approved as fair, adequate, and reasonable.

3. Class Counsel are awarded attorneys’ fees and costs of \$200,000. No other compensation or reimbursement shall be sought from the Settlement Fund.

4. Service Awards of \$3,000 each to Crystal Gannon and Jason Metzner are approved.

5. A Final Judgment shall be entered. All Settlement Class Members who did not exclude themselves are bound by this Order, the Judgment, and the Agreement. The Judgment shall serve as a full release of all claims covered by the Agreement.

6. This Order and the Judgment shall not be construed as an admission of wrongdoing by Defendant and shall not be used as evidence in any other proceeding except to enforce the terms of the Settlement.

7. Class Counsel shall serve this Order and the Judgment on counsel for Defendant. Individual notice to Class Members is not required.

8. The Court shall retain jurisdiction over the enforcement, interpretation, implementation, and administration of the Agreement and this Final Approval Order.

9. If the Settlement is not effectuated for any reason, this Order and Judgment shall be vacated, and the Parties returned to their prior positions.

IT IS ORDERED.

ENTERED: _____

JUDGE: _____



Case Title: CRYSTAL GANNON V W.P. MALONE, INC

Case Number: 60CV-24-3329

Type: JUDGMENT-OTHER

So Ordered

A handwritten signature in black ink that reads "Cathleen V. Compton".

Judge Cathleen V. Compton