

CAUSE NO. 067-348166-23

**JEREMY P. BACA, DYLAN
LAMOREAUX, PETER SALINAS, and
CURTIS LANE**, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BEN E. KEITH COMPANY,

Defendant.

§ **IN THE DISTRICT COURT**

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TARRANT COUNTY, TEXAS

67TH JUDICIAL DISTRICT COURT

PRELIMINARY APPROVAL ORDER

This matter is before the Court for consideration of whether the Class Action Settlement Agreement and Release executed by the parties on July 28, 2026, (the “Settlement Agreement,” memorializing the “Settlement”) should be preliminarily approved, the proposed settlement class (the “Settlement Class”) preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement Agreement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.¹ Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

I. PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASS

1. The Court provisionally certifies the following Settlement Class:

All individuals in the United States who were sent a Notice Letter. Excluded from

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

the Settlement Class are: (a) Defendant and its officers and directors, and (b) any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

2. The Court determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of Tex. R. Civ. P. 42, namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

3. Jeremy P. Baca, Dylan Lamoreaux, Peter Salinas, and Curtis Lane are designated and appointed as Settlement Class Representatives.

4. Tyler J. Bean of Siri & Glimstad LLP, John Nelson of Milberg, PLLC, Kevin Laukaitis of Laukaitis Law LLC, and Philip J. Krzeski of Chestnut Cambronne PA are appointed as Settlement Class Counsel. The Court finds that the Settlement Class are experienced and will adequately protect the interests of the Settlement Class.

II. PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT

5. Upon preliminary review, the Court finds the proposed Settlement Agreement and Settlement are fair, reasonable, and adequate, otherwise meet the criteria for approval, and warrant issuance of notice to the Settlement Class. Accordingly, the proposed Settlement Agreement and Settlement are preliminarily approved.

III. FINAL APPROVAL HEARING

6. A Final Approval Hearing shall take place before the Court on _____, 2026, at ____ a.m./p.m., to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Tex. R. Civ. P. 24; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Complaint and action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; and (e) the Application of Attorneys' Fees, Costs, and Service Awards should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

7. The Application for Attorneys' Fees, Costs, and Service Awards shall be filed at least **fourteen (14) days** before the Opt-Out Deadline and the Objection Deadline.

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

IV. SETTLEMENT ADMINISTRATION

9. Angeion Group is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by any Settlement

Class Member, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Settlement Administration Costs incurred by the Settlement Administrator will be paid by Defendant as provided in the Settlement Agreement. Settlement Class Counsel and counsel for Defendant may, upon mutual agreement, identify and select a different Settlement Administrator, if they deem it necessary to do so.

V. NOTICE TO THE CLASS

10. The Postcard Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement as Exhibits A through C, satisfy the requirements of Tex. R. Civ. P. 42 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court and with the agreement of Settlement Class Counsel and counsel for Defendant. The Settlement Administrator is directed to carry out Notice and to perform all other tasks that the Settlement Agreement requires of the Settlement Administrator.

11. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement, Postcard Notice, Long Form Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Tex. R. Civ. P. 42, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

VI. EXCLUSIONS FROM THE CLASS

12. A Settlement Class Member may opt-out by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline (sixty (60) days after the Notice Deadline). The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted.

13. All individuals who submit valid and timely requests for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

14. The Settlement Administrator shall provide the parties with copies of all requests for exclusion promptly upon receipt and a final list of all persons that have timely and validly excluded themselves from the Settlement Class in accordance with the terms of the Settlement Agreement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

VII. OBJECTIONS TO THE SETTLEMENT

15. A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

16. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by

the Court, unless a written objection is submitted to the Court no later than 60 days after the Notice Deadline.

17. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator by the Objection Deadline. For an objection to be considered by the Court, the relevant Settlement Class Member must file and mail (as indicated by the postmark date) the objection before the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class.

18. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

19. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests. Any Settlement Class Member who fails to comply with this Order shall waive and forfeit any and all rights to appear separately and/or to object and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action

20. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

VIII. CLAIMS PROCESS AND DISTRIBUTION PLAN

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

22. Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement Agreement, including submitting the Claim Form, shall be forever barred from receiving any such benefit. Such Settlement Class Members will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Settlement, including the releases included in the Settlement Agreement, and the Final Approval Order and Judgment

IX. TERMINATION OF THE SETTLEMENT AND USE OF THIS ORDER

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

24. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims it/he/she may have in this action or in any other lawsuit or proceeding.

X. STAY OF PROCEEDINGS

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

XI. CONTINUANCE OF FINAL APPROVAL HEARING

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

XII. JURISDICTION

27. The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

XIII. SUMMARY OF DEADLINES

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

EVENT	DEADLINE
Notice Deadline	thirty (30) days after the Preliminary Approval Order is entered
Application for Attorneys' Fees, Costs, and Service Awards	to be filed at least fourteen (14) days prior to the Opt-Out Deadline and the Objection Deadline
Claims Deadline	90 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Motion for Final Approval and Response(s) to Objections (if applicable)	At least 14 days prior to the Final Approval Hearing
Final Approval Hearing	<u>December 7</u>, 2026 <u>at 1:30 p.m.</u> <i>To be scheduled by the Court at least 120 days from the date of this Order</i>

IT IS SO ORDERED this 29th day of July, 2026.


JUDGE