

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

JUN 23 2026

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

BRUCE RIGGS and BRETT GARROTE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

TRISTAR INSURANCE GROUP, INC.

Defendant.

Case No: CJ-2025-00745

**FINAL APPROVAL ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS'
FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

WHEREAS, on May 18, 2026, Plaintiffs Bruce Riggs and Brett Garrotte ("Plaintiffs" or "Class Representatives") submitted to the Court their Motion for Final Approval of Class Action Settlement;

WHEREAS, Plaintiffs also submitted their Motion for Attorneys' Fees, Costs, Expenses, and Service Awards on May 18, 2026;

WHEREAS, on March 17, 2026, the Court entered its Order granting Preliminary Approval of the Settlement, which, inter alia: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, this matter should proceed as a class action pursuant to 12 O.S. § 2023 and certified the Settlement Class; (3) appointed Plaintiffs Bruce Riggs and Brett Garrotte as Class Representatives; (4) appointed Migliaccio & Rathod LLP, and Kazerouni Law Group, APC as Class Counsel; (5) approved the form and manner of Notice and the Notice program; and (6) set the Final Fairness Hearing.

WHEREAS, thereafter, Notice was provided in accordance with the Court's Preliminary Approval Order by direct mail notice, and the Long Form Notice was made available to Settlement Class Members on the Settlement Website and upon request to the Settlement Administrator;

WHEREAS, on June 23, 2026, the Court scheduled and held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, Expenses, and Service Awards;

WHEREAS, having considered the motions before the Court, and the record in this Action, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this matter pursuant to 12 O.S. § 2004(F) and personal jurisdiction over all Parties to the Action, including Settlement Class Members.
2. This Order incorporates the definitions in the Settlement Agreement, and all capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement unless otherwise defined herein.
3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and notice program fully satisfied the requirements of due process, 12 O.S. § 2023(C), and all other applicable laws and rules. The Claims process is fair, and the Claim Form is easily understandable.
4. The Settlement is in all respects fair, reasonable, and adequate after considering all relevant factors under 12 O.S. § 2023, including that: (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good

faith and at arm's length among competent, experienced counsel with the assistance of mediator Robert A. Meyer, Esq.; (C) the Settlement relief is adequate and provides meaningful monetary and non-monetary benefits to Settlement Class Members; and (D) the Settlement treats Settlement Class Members equitably relative to each other.

5. Pursuant to 12 O.S. § 2023(E), the Court finds after a hearing and based upon all submissions of the Parties and any objections filed with the Court, the Settlement proposed by the Parties is fair, reasonable, and adequate. The terms and provisions of the Settlement Agreement are the product of good-faith arm's-length negotiations among experienced counsel. Approval of the Settlement Agreement will result in substantial savings of time, money, and effort to the Court and the Parties and will further the interests of justice.
6. A list of all individuals who timely and validly requested exclusion from the Settlement is attached hereto as Exhibit A. Those individuals shall not be bound by the Settlement Agreement or the Releases contained therein.
7. Based on the information presented to the Court, the Claims process has proceeded as ordered and consistent with the Settlement Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive Settlement Benefits pursuant to the terms of the Settlement Agreement. All Settlement Class Members who did not submit a Claim, or whose Claims are determined to be invalid, shall nevertheless be bound by the terms of the Settlement Agreement and Releases therein.
8. The plan of distribution for Settlement Benefits proposed by the Parties in the Settlement Agreement is fair, reasonable, and adequate.
9. The Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the Settlement Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement Agreement.
11. All Parties to this Litigation, including all Settlement Class Members who did not timely exclude themselves from the Settlement, are bound by the Settlement Agreement and this Order.
12. Pursuant to 12 O.S. § 2023(C), the Court finds that Plaintiffs Bruce Riggs and Brett Garrotte are members of the Settlement Class, that their claims are typical of the Settlement Class, and that they fairly and adequately protected the interests of the Settlement Class throughout the proceedings in this Litigation. The appointment of Plaintiffs as Class Representatives is therefore affirmed.
13. Having considered the factors set forth in 12 O.S. § 2023(F), the Court finds that Class Counsel have fairly and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and therefore affirms the appointment of Migliaccio & Rathod LLP and Kazerouni Law Group, APC as Class Counsel.
14. The Court affirms its findings that the Settlement Class meets the requirements of 12 O.S. §§ 2023(A) and (B)(3) for settlement purposes. Specifically, the Court finds that: joinder of all Settlement Class Members would be impracticable because the Settlement Class consists of 36,712 individuals; common questions of law and fact predominate over any individual questions, including whether Defendant's data security practices were reasonable and whether Defendant adequately protected Settlement Class Members' personally identifiable information ("PII"); the claims of the Class Representatives are typical of the claims of the Settlement Class because Plaintiffs and Settlement Class Members were allegedly impacted

by the same Data Incident occurring on or about November 4, 2022; the Class Representatives and Class Counsel have fairly and adequately protected the interests of the Settlement Class; and settlement of this Action on a class basis is superior to other available methods for the fair and efficient adjudication of this controversy.

15. Therefore, pursuant to 12 O.S. § 2023, the Court finally certifies, for settlement purposes only, the following Settlement Class:

Nationwide Class

All persons within the United States whose personally identifiable information (“PII”) was subjected to the Data Breach in November 2022, including all persons who received Defendant’s notice of the Data Breach.

California Subclass

All persons residing within the State of California whose personally identifiable information (“PII”) was subjected to the Data Breach in November 2022, including all persons who received Defendant’s notice of the Data Breach.

Excluded from the Settlement Class are: (i) TRISTAR or any related entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs; 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.

16. As of the Effective Date, and in exchange for the relief described in the Settlement Agreement, Plaintiffs and all Settlement Class Members who did not timely exclude themselves from the Settlement fully and irrevocably release and forever discharge the Released Parties from the Released Claims as set forth in the Settlement Agreement.

19. Pursuant to 12 O.S. § 2023(G), the Court awards Class Counsel attorneys' fees and expenses in the combined amount of \$450,000.00, to be paid by Defendant separate and apart from the Aggregate Cap and without reducing the Settlement Benefits available to Settlement Class Members. Class Counsel shall have sole authority to apportion and distribute such attorneys' fees and expenses among Plaintiffs' Counsel.
20. The Court awards Service Awards to Plaintiffs Bruce Riggs and Brett Garrotte in the amount of \$2,000.00 each (\$4,000.00 total), to be paid by Defendant per the terms of the Settlement Agreement.
21. Plaintiffs and all Settlement Class Members who did not timely and validly request exclusion from the Settlement are permanently enjoined from commencing or prosecuting, either directly, representatively, or in any other capacity, any Released Claims against any Released Parties in any action or proceeding in any court, per the terms of the Settlement Agreement.
22. Judgment shall be, and hereby is, entered this Action.

SO ORDERED this 22 day of June, 2026.

RICHARD HATHCOAT
HONORABLE RICHARD HATHCOAT
DISTRICT JUDGE

Approved As To Form:


Jeremy Beaver, Esq.

/s/ Saran Q. Edwards
Saran Q. Edwards, Esq.

/s/ Mona Amini
Mona Amini, Esq.

Attorneys for Plaintiffs

/s/ Kayleigh Watson
Kayleigh Watson, Esq.

Attorney for Defendant