

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ANDE KYLES and DIANE TAYLOR, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

STEIN MART , INC., a Florida corporation,

and

SOCIAL ANNEX, INC. (d/b/a, ANNEX
CLOUD), a Delaware corporation,

Defendants.

CASE NO. 1:19-cv-00483-CFC

JURY TRIAL DEMANDED

JUDGMENT

Based upon and subject to the class-wide settlement approved by the Court in the above-referenced action (the “Action”) and the order finally approving the Settlement Agreement¹,

IT IS HEREBY ORDERED AND ADJUDGED that:

1. The Court has personal jurisdiction over the Parties and the Settlement Class Members, subject matter jurisdiction over the claims in the Action, and jurisdiction to approve the Settlement Agreement.

2. The certified Settlement Class subject to and bound by this Judgment includes the following persons:

¹ Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to those terms in the Settlement Agreement, which was filed with the Court on March 19, 2020. See D.I. 26-1.

All persons who were notified by Stein Mart that they made purchases at Stein Mart's online store using their credit, debit, or other payment card on certain dates between December 28, 2017 and July 9, 2018.

Excluded from the Settlement Class are the: (i) Stein Mart; Social Annex; Kibo Software, Inc.; and their respective officers and directors; (ii) all Settlement Class Members who timely and validly requested exclusion from the Settlement Class; (iii) the judge assigned to evaluate the fairness of the Settlement Agreement; 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 occurrent of the Data Incident or who please *nolo contendere* to any such charge.

3. Venue is proper in this Action.

4. This Action (including all individual claims and Settlement Class claims presented thereby) is dismissed, with prejudice on the merits, without fees or costs to any party except as provided in the Settlement Agreement and the Court's Order awarding Class Counsel Attorneys' Fees, Class Counsel Expenses, and Service Awards.

5. The releases set forth in the Settlement Agreement, including those described in Section 6 of the Settlement Agreement, are incorporated herein, and—as of the Effective Date and by operation of this Judgment—are binding and effective on all Settlement Class Members who have not properly excluded themselves from the Settlement Class.

6. All Settlement Class Members who have not properly excluded themselves from the Settlement Class are permanently enjoined from filing, prosecuting, maintaining, or continuing litigation based on or relate to the claims or facts alleged in the Action in according with Section 6 of the Settlement Agreement.

Dated this _____ day of _____, 2020

Honorable Colm F. Connolly
United States District Judge