

been provided to the Settlement Class Members in compliance with Federal Rule of Civil Procedure 23 and the Constitution.

3. The Court finds that: (a) the Settlement was entered into by Plaintiffs and Jackson in good faith following an extensive investigation of the facts and substantial discovery sufficient for experienced plaintiffs' counsel to evaluate the matter; (b) the Settlement Agreement is sufficiently fair, reasonable, and adequate; and (c) the Settlement Agreement resulted from vigorous arm's-length negotiations, which were undertaken by counsel with significant experience litigating consumer class actions.
4. Final approval of the Settlement Agreement is hereby **GRANTED** pursuant to Rule 23(e) because it is fair, reasonable, and adequate to the Settlement Class Members. In reaching this conclusion, the Court considered the factors set forth in *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983).
5. The Settlement Class provisionally certified by the Court is hereby finally certified as a class pursuant to Rule 23 for the purposes of the Settlement. By finally certifying the Settlement Class, the Court adopts and incorporates herein all findings made under Rule 23 in its Preliminary Approval Order.
6. The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Rule 23. Kroll and Jackson each represent that class notice was provided as directed.
7. The Court hereby appoints Plaintiffs David Cruson and John Denman as the Settlement Class Representatives. The Court finds that the Settlement Class Representatives have standing to and will fairly and adequately protect the

interests of the Settlement Class because: (1) the interests of the Settlement Class Representatives are consistent with those of Settlement Class Members; (2) the Settlement Class Representatives have been and appear to be capable of continuing to be active participants in both the prosecution and the settlement of this litigation; and (3) the Settlement Class Representatives are represented by qualified, reputable counsel who are experienced in preparing and prosecuting large, complicated class action cases, including those concerning alleged violations of consumer laws.

8. The Court finds the requirements of Rule 23(g) are met, and the Court hereby appoints Lewis T. LeClair of McKool Smith, PC, and Gary D. Corley of Corley Law Firm as Class Counsel for the certified Settlement Class.
9. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings in connection with it, shall be construed as an admission or concession of Jackson of the truth of any allegations in the litigation, or of any fault or wrongdoing of any kind, or of Plaintiffs of any lack of merit in Plaintiffs' allegations.
10. All of Plaintiffs' claims against Jackson are dismissed with prejudice and without costs (except as provided for in the Settlement Agreement).
11. Plaintiffs and all members of the Settlement Class who have not timely excluded themselves from the Settlement Class (including all of their past and present, direct and indirect parents, subsidiaries and affiliates, and their past and present directors, officers, employees, stockholders, attorneys, representatives, parents, subsidiaries, affiliates, partners, and assignees of any claim that is subject to the

Release) (collectively, “Releasers”) are permanently barred and enjoined from prosecuting against Jackson (and all of its current and former parents, their predecessors, affiliates, assigns, successors, subsidiaries, attorneys, and their officers, directors, agents, representatives, and employees, attorneys, heirs, executors, and administrators of each of the foregoing) (collectively, “Releasees”) any and all claims, demands, actions, suits, injuries, and causes of action, damages of any nature, whenever or however incurred (whether actual, punitive, treble, compensatory, or otherwise) including, without limitation, costs, fees, expenses, penalties, and attorneys’ fees, whether class, individual, or otherwise in nature, that Releasers, or any of them, ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively or in any other capacity against the Releasees or any of them, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, asserted or unasserted, whether in law or equity or otherwise based in whole or in part or arising out of or relating in any way to any conduct, act or omission of the Releasees (or any of them) prior to and including January 31, 2021, concerning any of the facts, occurrences, transactions, agreements, conspiracies, communications, announcements, notices, or other matters alleged in the Action against Jackson that arise under any federal or state law, including but not limited to any causes of action asserted or that could have been or could still be alleged or asserted, in any class action complaints filed in this Action or related actions (the “Released Claims”).

12. The Escrow Account plus accrued interest thereon is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.
13. Neither the Settlement Agreement, nor any act performed, or document executed pursuant to the Settlement Agreement, constitutes an admission of wrongdoing by any party in any civil, criminal, administrative, or other proceeding in any jurisdiction.
14. Without affecting the finality of this Final Judgment Order, the Court retains exclusive jurisdiction over: (a) the Final Judgment Order; (b) the Settlement Agreement; and (c) any application for disbursement of the Settlement Fund made by Co-Lead Counsel.
15. Pursuant to Rule 54, the Court finds that there is no just reason for delay and directs the entry of final judgment as to Jackson.

SO ORDERED.