

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

Notice of Class Action and Proposed Settlement

You may be entitled to receive benefits under this class action settlement.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Emmanuel Llamas v. TrueFire, LLC and TrueFire, Inc.*, No. 8:20-cv-00857-WFJ-CPT (M.D. Fla.), pending in the United States District Court, Middle District of Florida (“Lawsuit”). For the precise terms and conditions of the settlement, please see the settlement agreement available at www.TrueFireDataBreachSettlement.com, by contacting the Settlement Administrator at info@TrueFireDataBreachSettlement.com, or by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://www.flmd.uscourts.gov/cmecf>, or by visiting the office of the Clerk of the Court for the United States District Court for the Middle District of Florida, United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This notice may affect your rights – please read it carefully.

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

- The lawsuit alleges that between August 3, 2019 and January 14, 2020, TrueFire was the victim of a data skimming attack that resulted in the disclosure of payment card information belonging to individuals who made purchases on the TrueFire website during that time period (the “Data Breach”). TrueFire maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that TrueFire has violated any laws, but rather the resolution of disputed claims.
- If you made a purchase on the TrueFire website using a payment card between August 3, 2019 and January 14, 2020, you are a Settlement Class Member.
- The Settlement provides that Settlement Class Members who are currently enrolled in TrueFire All Access may elect to have their subscription extended for an additional nine (9) months for no additional fee.
- The Settlement provides that all other Settlement Class Members shall have the option to receive a subscription to TrueFire All Access for a period of nine (9) months by submitting the Election Form by **July 20, 2021** and following the additional enrollment instructions to activate the plan as instructed.
- The Settlement provides that California Sub-Class Members who make a claim are eligible to receive \$50.00 per Claimant. To be eligible you must have been a resident of the State of California at the time of the Data Breach, and complete and submit the Monetary Payment Claim

Form. The Deadline to submit a claim for \$50.00 is **July 20, 2021**.

- The Settlement also provides for reimbursement for time spent remediating fraudulent charges on payment cards as a result of the Data Breach for an amount of \$20.00 per hour that is capped at a maximum of three (3) hours per Claimant. To be eligible for reimbursement, you must submit sufficient evidence of your time spent remediating fraudulent charges on your payment card and satisfy additional requirements. The deadline to submit a claim is **July 20, 2021**.

SUBMIT AN ELECTION FORM DEADLINE: JULY 20, 2021	This is the only way for Settlement Class Members to enroll in the TrueFire All Access Settlement Offering provided by TrueFire. If you submit an Election Form, you will give up the right to sue TrueFire in a separate lawsuit about the claims this Settlement resolves.
SUBMIT A REIMBURSEMENT CLAIM FORM DEADLINE: JULY 20, 2021	This is the only way for Settlement Class Members to request reimbursement for time spent remediating fraudulent charges on payment cards as a result of the Data Breach. If you submit a Reimbursement Claim Form, you will give up the right to sue TrueFire in a separate lawsuit about the claims this Settlement resolves.
SUBMIT A MONETARY PAYMENT CLAIM FORM DEADLINE: JULY 20, 2021	This is the only way for California Sub-class Members to request direct payment of the Monetary Payment Claim. If you submit a Monetary Payment Claim Form, you will give up the right to sue TrueFire in a separate lawsuit about the claims this Settlement resolves.
DO NOTHING	Unless you exclude yourself, you are automatically part of this Settlement. If you do nothing, you will still give up the right to sue, continue to sue, or be part of another lawsuit against TrueFire about the legal claims resolved by this Settlement.
EXCLUDE YOURSELF DEADLINE: MARCH 11, 2021	You will not receive any benefits from the Settlement, and you will not be bound by the terms of the Settlement, if approved by the Court.

<p>OBJECT:</p> <p>DEADLINE: MARCH 11, 2021</p>	<p>If you do not exclude yourself from the Settlement Class, you may object to the Settlement or to Class Counsel’s or the Class Representatives’ requests for Class Counsel fees.</p>
<p>GO TO A HEARING ON MAY 14, 2021</p>	<p>You may object to the Settlement and ask the Court permission to speak at the Fairness Hearing about your objection.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still must decide whether to approve the Settlement. No benefits will be provided, or payments made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

QUESTIONS? READ ON AND VISIT
WWW.TRUEFIREDATABREACHSETTLEMENT.COM

TABLE OF CONTENTS

BASIC INFORMATION	6
<ul style="list-style-type: none">• Why is this Notice being provided?• What is this lawsuit about?• Why is this a class action?• Why is there a Settlement?	
WHO IS IN THE SETTLEMENT.....	7
<ul style="list-style-type: none">• How do I know if I am part of the Settlement?• Are there exceptions to being included in the Settlement?• What if I am not sure whether I am included in the Settlement?	
THE SETTLEMENT BENEFITS.....	7
<ul style="list-style-type: none">• What benefits does the Settlement provide?• Tell me more about how to enroll in TrueFire All Access.• Tell me more about reimbursement for time spent remediating payment card issues.• Tell me more about the \$50.00 monetary payment for California Sub-class Members.	
HOW TO GET SETTLEMENT BENEFITS.....	8
<ul style="list-style-type: none">• How can I enroll in TrueFire All Access?• How do I obtain reimbursement of time spent remediating payment card issues related to the Data Breach?• How do I obtain a monetary payment of \$50.00 if I am a California Sub-class member?• When will I receive my reimbursement payment under the Settlement?• What am I giving up as part of the Settlement?	
THE LAWYERS REPRESENTING YOU.....	9
<ul style="list-style-type: none">• Do I have a lawyer in the case?• How will the lawyers be paid?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	10
<ul style="list-style-type: none">• What does it mean to exclude myself from the Settlement?• If I exclude myself, can I get anything from this Settlement?• If I do not exclude myself, can I sue later?• How do I exclude myself from the Settlement?	
OBJECTING TO THE SETTLEMENT.....	10
<ul style="list-style-type: none">• How do I tell the Court if I do not like the Settlement?• What is the difference between objecting and asking to be excluded?	

FINAL APPROVAL HEARING.....11

- When and where will the Court decide whether to approve the Settlement?
- Do I have to come to the hearing?
- May I speak at the hearing?

IF YOU DO NOTHING.....12

- What happens if I do nothing at all?

GETTING MORE INFORMATION.....12

- How do I get more information about the proposed Settlement?

BASIC INFORMATION

This Class Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Final Approval Hearing to be held by the Court to consider, among other things, (a) whether the Settlement is fair, reasonable and adequate and should be approved; and (b) Class Counsel's request for Class Counsel Fees and Expenses. This Class Notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the benefits available), and your legal rights and obligations. This Class Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Action.

The Honorable Judge William F. Jung of the United States District Court for the Middle District of Florida is overseeing this action, which is known as *Emmanuel Llamas v. TrueFire, LLC and TrueFire, Inc.*, Case No. 8:20-cv-00857-WFJ-CPT (the "Action"). The individual who filed the lawsuit is called the "Plaintiff." TrueFire, LLC and TrueFire, Inc. (collectively, "TrueFire") is the "Defendant."

Plaintiff in this matter claims that on or about March 9, 2020, TrueFire disclosed that it was the victim of a data skimming attack that resulted in the disclosure of payment card information belonging to individuals who made purchases on the TrueFire website during that time period between August 3, 2019 and January 14, 2020 (the "Data Breach").

TrueFire began notifying potentially impacted individuals of the Data Breach on or around February 13, 2020.

Plaintiff claims that TrueFire did not adequately protect his personal information, and that he was injured as a result of the Data Breach. TrueFire denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. The Plaintiff (the class representative here), together with the people they represent, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who timely exclude themselves from the Settlement Class. In this case, the Class Representative is Emmanuel Llamas.

The Court has not decided in favor of the Plaintiff or TrueFire. Instead, both sides agreed to a settlement. Settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representatives and attorneys for the Settlement Class ("Settlement Class Counsel") believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

You are included in the Settlement Class if you are a member of one of the following classes of individuals:

All persons residing in the United States whose personally identifiable information was compromised as a result of the Data Breach first announced by TrueFire on February 13, 2020.

or

All persons residing in California whose personally identifiable information was compromised in the Data Breach first announced by TrueFire on February 13, 2020.

If you are not sure whether you are in the Class, or have any other questions about the Settlement, call the toll-free number, 1-844-996-1466. You also may write with questions to:

True Fire Data Breach Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

or go to www.TrueFireDataBreachSettlement.com.

THE SETTLEMENT BENEFITS

TrueFire will provide Settlement Class Members the following benefits if elected under the Settlement: (1) TrueFire All Access for a period of nine (9) months at no fee, (2) reimbursement for time spent remediating payment card issues related to the Data Breach for an amount of \$20.00 per hour up to \$60.00 per Settlement Class Member which are: (a) related to the Data Breach; (b) supported by required documentation; and (c) that meet all requirements set forth in the Reimbursement Form and the Settlement Agreement; and (3) payment of \$50.00 to each California Sub-class Member who makes a claim.

Complete details regarding the settlement benefits are available in the Settlement Agreement, which is available at www.TrueFireDataBreachSettlement.com.

TrueFire All Access

All Settlement Class Members who are existing TrueFire All Access subscribers may elect to have their current subscriptions extended by a period of nine (9) months. The remaining Settlement Class Members who do not submit a timely request for exclusion from the Settlement Class shall have the option to receive a subscription to TrueFire All Access for a period of nine (9) months. If a Settlement Class Member elects to receive the nine (9) month subscription to TrueFire All Access, he or she must make that election by the Election Deadline.

Reimbursement for Time Spent Remediating Payment Card Issues

Any Settlement Class Member may submit one Claim for reimbursement for time spent remediating fraudulent charges on their payment card as a result of the Data Breach for an amount of \$20.00 per hour that is capped at a maximum of three (3) hours per Claimant. Claims may be submitted electronically or in paper format using a Reimbursement Form. Claims must be submitted by the Reimbursement Deadline.

Settlement Class Members who wish to make a timely and properly supported Reimbursement Claim must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; (b) a written accounting of the tasks associated with remediating any fraudulent charges on their payment card as a result of the Data Breach that includes time spent performing such tasks calculated in fifteen (15) minute increments; and (c) a statement signed under penalty of perjury indicating that: (i) the individual performed the tasks associated with remediating the fraudulent charges on their payment card; and (ii) the fraudulent charges on their payment card are fairly traceable to the Data Breach.

Monetary Payment of \$50 for California Sub-class Members

All members of the California Sub-class who make claims are eligible to receive \$50 per Claimant.

California Sub-class Members who wish to make a timely and properly supported Monetary Payment Claim must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; and (b) a statement signed under penalty of perjury indicating that the Claimant was a resident of the state of California at the time of the Data Breach.

HOW TO GET SETTLEMENT BENEFITS

To enroll in, or extend, the nine (9) month TrueFire All Access Subscription offered by TrueFire, Settlement Class Members must submit an Election Form by mail or through the Settlement Website by **July 20, 2021**. The Settlement Administrator will notify you of any deficiencies with respect to your Election Form, and you will have 21 days after such notice is sent to correct these deficiencies.

An Election Form is available at www.TrueFireDataBreachSettlement.com or by calling 1-844-996-1466. Election Forms are also available by writing to the Settlement Administrator at:

TrueFire Data Breach Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

For reimbursement for time spent remediating fraudulent charges on payment cards as a result of the Data Breach for an amount of \$20.00 per hour and that is capped at a maximum of three (3) hours per Claimant, you must complete and submit a Reimbursement Form(s) and provide documentation proving the time spent as described above. You can get the Reimbursement Form

at www.TrueFireDataBreachSettlement.com or by calling 1-844-996-1466. For each Reimbursement Form, you must read the instructions carefully, fill out the form completely, attach the required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **July 20, 2021**, to:

TrueFire Data Breach Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

If you have questions about how to file a claim, call 1-844-996-1466 or go to www.TrueFireDataBreachSettlement.com.

If you file a timely and valid Reimbursement Form and submit required documentation, the Settlement Administrator will evaluate your claim to confirm your eligibility and calculate your payment amount. The Settlement Administrator will notify you of any deficiencies with respect to your claim, and you will have twenty-one (21) days after such notice is sent to correct these deficiencies. The Settlement Administrator will then issue a final decision on your claim.

Payments for valid claims will not be made until after the Settlement is finally approved and all appeals and other reviews have been exhausted.

If you are a California Sub-class Member and you file a timely and valid Monetary Payment Claim Form, the Settlement Administrator will evaluate your claim to confirm your eligibility to receive payment of the Monetary Payment Claim. The Settlement Administrator will notify you of any deficiencies with respect to your claim, and you will have twenty-one (21) days after such notice is sent to correct these deficiencies. The Settlement Administrator will then issue a final decision on your claim.

Unless you exclude yourself, you cannot sue TrueFire or be part of any lawsuit against TrueFire about any of the issues in this Action. Unless you exclude yourself, all of the decisions by the Court will bind you. The specific claims you are giving up are described in Paragraph 9 of the Settlement Agreement. You will be releasing your claims against TrueFire and all related people as described in Paragraph 9.

The Settlement Agreement is available at www.TrueFireDataBreachSettlement.com or by calling 1-844-996-1466. The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. If you have any questions about what this means, you can talk to Settlement Class Counsel, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

The Court appointed the law firms of Morgan & Morgan, PA and Clayeo C. Arnold, A Professional Law Corporation to represent you and the Settlement Class. These firms are called “Settlement Class Counsel.” You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court for TrueFire to pay for reasonable attorneys' fees and expenses of up to \$156,500.00. The Court will decide the amount of attorneys' fees, and expenses. Any attorneys' fees, costs, and expenses approved will be paid by TrueFire and will not reduce the benefits provided to you or the other Settlement Class Members under the proposed Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue TrueFire about the legal claims in this case, you must take steps to exclude yourself from the Settlement Class. Excluding yourself is also called "opting out" of the Settlement.

If you exclude yourself, you cannot get anything from the Settlement. If you exclude yourself, you may not apply for any benefits under the proposed Settlement and you cannot object to the proposed Settlement.

If you do not exclude yourself, you cannot sue later. Unless you exclude yourself, you give up the right to sue TrueFire for all of the claims that this proposed Settlement resolves.

To exclude yourself from the proposed Settlement, you must timely submit, by U.S. Mail, written notice of your intent to opt-out of the Settlement to the Settlement Administrator's designated address established for opt-outs. The written notice must clearly manifest your intent to be excluded from the Settlement Class in *Emmanuel Llamas v. TrueFire, LLC and TrueFire, Inc.*, No. 8:20-cv-00857-WFJ-CPT, and must be signed by you. You can only request exclusion for yourself: you cannot request to exclude any other member of the Settlement Class. Mass opt-outs are not permitted.

To be effective, written notice must be postmarked by **March 11, 2021** and mailed to:

TrueFire Data Breach Settlement Administrator
Attn: Exclusion
P.O. Box 58220
Philadelphia, PA 19102

You cannot ask to be excluded on the phone, by email, or on the website.

OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member, you can object to or comment on the Settlement, Settlement Class Counsel's request for attorneys' fees, costs, and expenses. To object, you must state in writing that you object to the Settlement, and include the following information in your written objection:

1. The name of the Action;

2. Your full name, mailing address, telephone number, and e-mail address;
3. A statement of the basis on which you claim to be a Settlement Class Member;
4. A written statement of all grounds for your objection, accompanied by any legal support for the objection, and any evidence you wish to introduce in support of the objection;
5. The identity of all counsel, if any, representing you, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
6. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing you who intends to appear at the Final Approval Hearing;
7. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
8. Your signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of your duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient).

Failure to include this information may be grounds for the Court to disregard your objection.

To submit an objection, send a letter the Court either by: (a) mailing it to the Clerk of the Court, United States District Court for the Middle District of Florida, United States Courthouse, 801 North Florida Avenue, Tampa, FL 33602, or; (b) filing the objection in person at any location of the United States District Court for the Middle District of Florida. Mailed objections must be filed or postmarked on or before the Objection Deadline, which is **March 11, 2021**.

You can object to the Settlement when you wish to remain a Settlement Class Member and be subject to the Settlement but disagree with some aspect of the Settlement. An objection allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose the right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at 9:30 a.m. on May 14, 2021, at the United States Courthouse, Courtroom 15B, 801 North Florida Avenue, Tampa, FL 33602. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for attorneys' fees, costs, and expenses. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement and how much to award to Class

Counsel as fees, costs, and expenses.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check www.TrueFireDataBreachSettlement.com and the Court docket in this case through the Court's Public Access to Electronic Records (PACER) system at <https://www.flmd.uscourts.gov/cmecf> to confirm the date of the Final Approval Hearing.

You do not have to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you submit a written objection, you do not have to come to the Fairness Hearing to raise your objection. As long as you timely mailed your written objection, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

You may speak at the hearing. If you would like to do so, you must indicate your intent to personally appear and/or testify at the Final Approval Hearing, and identify any counsel representing you who intends to appear at the Final Approval Hearing, when providing written notice of your objection as noted above regarding how to object to the Settlement. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

If you are a Settlement Class Member and you do nothing, you will be legally bound by the Settlement, but you will not receive the nine (9) month subscription to TrueFire All Access, reimbursement for time spent remediating payment card issues related to the Data Breach, or the California Sub-class monetary payment (if applicable). You will not be able to bring a lawsuit, continue a lawsuit, or be a part of any other lawsuit against TrueFire about the claims in this case.

If you would like to request benefits under the Settlement, you must follow the instructions described above.

GETTING MORE INFORMATION

This notice summarizes the proposed Settlement. More details are included in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.TrueFireDataBreachSettlement.com. You also may write with questions to the Settlement Administrator, at info@TrueFireDataBreachSettlement.com or to: TrueFire Data Breach Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. You can access Reimbursement and Election Forms and review additional documents on the Settlement Website. You can also request to receive Reimbursement and Election Forms, a copy of the Settlement Agreement, and a detailed notice by mail by calling the toll-free number, 1-844-996-1466.