

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are an individual in the United States who was sent a Notice Letter from Ben E. Keith Company regarding the March 2023 Data Security Incident, you may be entitled to receive a Cash Payment and Credit Monitoring from a class action settlement.

The District Court of Tarrant County, Texas, 67th Judicial District Court authorized this Notice.

A proposed class action Settlement has been reached in the class action lawsuit *Baca, et al. v. Ben E. Keith Company*, Cause No. 067-348166-23, pending in the District Court of Tarrant County, Texas, 67th Judicial District Court. If the Court approves the Settlement, it will resolve claims arising from the Data Security Incident involving the Ben E. Keith Company (“Defendant”).

**IF YOU ARE A SETTLEMENT CLASS MEMBER, THE SETTLEMENT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: NOVEMBER 26, 2026	Submitting a timely and valid Claim Form is the only way to receive Settlement Class Member Benefits. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form. More information about submitting a Claim Form is available at FAQ #12 .
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: OCTOBER 27, 2026	Excluding yourself from the Settlement (or “opting out”) is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or other Released Parties for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Class Member Benefits. More information about excluding yourself is available at FAQ #18 .
OBJECT TO THE SETTLEMENT DEADLINE: OCTOBER 27, 2026	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. • If you exclude yourself from the Settlement, you <u>cannot</u> object to it. • If you object to the Settlement, you are still eligible to submit a Claim Form. More information about objecting is available FAQ #21 .
ATTEND THE FINAL APPROVAL HEARING DECEMBER 7, 2026	You may attend the Final Approval Hearing where the Court will determine whether to grant final approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. The time and date of the hearing may change, so check www.BEKDataIncidentSettlement.com for updates. More information about the Court’s Final Approval hearing is available at FAQ #23 .
DO NOTHING	If you do nothing, you will not receive a Cash Payment or Credit Monitoring and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Class Member Benefits will not be provided unless the Court approves the Settlement, and it becomes final.

Questions? Visit www.BEKDataIncidentSettlement.com or call toll-free 1-833-404-4341.

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice to inform you of a proposed Settlement in this class action lawsuit. You have the right to understand the terms of the Settlement, as well as your rights and options, before the Court decides whether to grant final approval.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

The lawsuit is known as *Baca, et al. v. Ben E. Keith Company*, Cause No. 067-348166-23, pending in the District Court of Tarrant County, Texas, 67th Judicial District Court (the “Action”).

The Plaintiffs who brought this class action lawsuit and Court-appointed Class Representatives are Jeremy P. Baca, Dylan Lamoreaux, Peter Salinas, and Curtis Lane.

The lawsuit was brought against the Ben E. Keith Company (“Defendant”) relating to the March 2023 Data Security Incident, in which an unauthorized actor accessed a limited portion of Defendant’s computer network and potentially gained access to the Private Information of Plaintiffs and Settlement Class Members.

Private Information includes names, contact information, Social Security numbers, driver’s license numbers, state identification numbers, financial account information, health insurance information, or medical information.

The specific legal claims alleged by the Plaintiffs can be viewed in Plaintiffs’ First Amended Class Action Petition (“Petition”), which is available on the Settlement Website, www.BEKDataIncidentSettlement.com.

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the “Plaintiffs” or “Class Representatives”) bring claims on behalf of a larger group of people who have similar claims (the “Settlement Class” or “Settlement Class Members”). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from (or “opt-out” of) the Settlement Class. Under the Settlement, “Settlement Class Members” refers to individuals who meet the Settlement Class definition (See Question 5 below) and do not opt out of the Settlement.

4. Why is there a Settlement?

The Plaintiffs and Defendant disagree about the legal claims in this Action. The Action has not gone to trial, and the Court has not decided in favor of either the Plaintiffs or the Defendant. Instead, the Plaintiffs and Defendant (collectively, the “Parties”) agreed to settle the Action after considering the risks, costs, and uncertainties of continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals in the U.S. who were sent a Notice Letter. Notice of this Settlement was mailed to individuals identified as Settlement Class Members based on information in Defendant’s records.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the Settlement Class specifically excludes: (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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are included in this Settlement, you can contact the Settlement Administrator for free assistance by calling toll-free 1-833-404-4341, emailing Info@BEKDataIncidentSettlement.com or writing to Ben E. Keith Data Security Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If you timely submit a Valid Claim Form, you may choose to receive three (3) years of Credit Monitoring from one (1) credit bureau.

You may **also** request one or more of the following Cash Payment options, if you qualify:

- Cash Payment A – Extraordinary Losses
- Cash Payment B – Ordinary Losses and/or
- Cash Payment C – Lost Time

Instead of requesting Cash Payment A, Cash Payment B, and/or Cash Payment C, you may choose to request Cash Payment D – Alternative Cash Payment. You **cannot** receive Cash Payment D if you request any payment under Cash Payment A, Cash Payment B, or Cash Payment C.

The total amount available for Cash Payments A, B, C, and D is limited to \$900,000.00 (“Aggregate Cap”). If the total amount of all Valid Claims for these Cash Payments is more than \$900,000.00, each approved payment will be reduced on a proportional (*pro rata*) basis so that the total amount paid does not exceed \$900,000.00.

CASH PAYMENT A – EXTRAORDINARY LOSSES

Settlement Class Members are eligible to submit a claim for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Security Incident.

To receive reimbursement for Extraordinary Losses, the losses claimed must meet the following criteria:

- The losses are related to fraud or identity theft;
- The losses are actual monetary losses;
- The losses were more likely than not caused by the Data Security Incident;
- The losses were incurred between **March 3, 2023**, and **November 26, 2026**;
- The losses cannot have been previously reimbursed. This includes compensation provided in connection with any credit monitoring and identity theft protection product; and
- The losses must be supported by reasonable third-party documentation showing that the claimed expense was actually incurred, unreimbursed, and more likely than not related to the Data Security Incident. Personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation.

CASH PAYMENT B – ORDINARY LOSSES

Settlement Class Members may submit a Claim for up to \$400.00 for unreimbursed out-of-pocket expenses incurred as a result of the Data Security Incident. The \$400.00 limit includes any amount claimed for reimbursement of Lost Time (Cash Payment C).

Examples of Ordinary Losses include: (a) bank fees; (b) long distance phone charge; (c) cell phone charges (only if charged by the minute); (d) data charges (only if charged based on the amount of data used); (e) postage; (f) gasoline for local travel; and (g) reimbursement for credit reports, credit monitoring, or other identity theft insurance products purchased between **March 3, 2023**, and **November 26, 2026**.

Claims for Ordinary Losses must be supported by reasonable documentary evidence showing that the claimed losses were actually incurred, unreimbursed, and more likely than not caused by the Data Security Incident. Personal certifications,

declarations, or affidavits from the Settlement Class Member alone do not constitute sufficient documentation for Ordinary Losses, but may be submitted to provide clarification, context, or support for other submitted documentation.

CASH PAYMENT C – LOST TIME

Settlement Class Members may submit a Claim for reimbursement for time spent remediating issues related to the Data Security Incident or researching the Data Security Incident at a rate of \$30.00 per hour, for up to three (3) hours (a total of \$90.00).

CASH PAYMENT D – ALTERNATIVE CASH PAYMENT

Settlement Class Members who **do not** claim Cash Payment A, B, or C, may elect to receive the \$35.00 Alternative Cash Payment. No documentation is required to claim this benefit.

SUMMARY OF SETTLEMENT CLASS MEMBER BENEFIT OPTIONS

The table below summarizes the different combinations of Settlement Class Member Benefits that eligible Settlement Class Members can elect to receive:

Benefit	Available?
Credit Monitoring	✓ Always available with any Cash Payment
Cash Payment A + B + C (any combination)	✓ Yes, if you qualify
Cash Payment D (Alternative Cash Payment)	✓ Yes, if you choose this option
Cash Payment D and Cash Payment A, B, or C	✗ Not allowed

9. What else does the Settlement provide for?

Defendant has also agreed to pay, or cause to be paid, all Settlement Administration Costs and Court-awarded attorneys' fees, costs, and Service Awards (up to the agreed-upon amounts listed in Question 17 below). These payments are separate from, and will not reduce or affect, the Settlement Class Member Benefits available to Settlement Class Members who timely submit Valid Claims.

Defendant has also agreed to undertake certain remedial measures. Prior to Final Approval, Defendant will provide Class Counsel with a written and signed confidential declaration regarding the data security measures, including the cost associated therewith, it implemented following the Data Security Incident to better protect the Settlement Class's Private Information. The costs of any such security measures on the part of Defendant were paid or will be paid separately by or on behalf of Defendant.

10. What am I giving up in order to stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all the Court's orders pertaining to the Settlement will apply to you and will legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues resolved by this Settlement, and released by the Class Action Settlement Agreement and Release ("Settlement Agreement"). The specific rights you are giving up are called Released Claims (*see* next question).

If you are a Settlement Class Member and you do not opt out of the Settlement, you still must submit a Valid Claim Form to receive Settlement Class Member Benefits.

11. What are the Released Claims?

Released Claims means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees

and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual, class, collective, or representative, of every nature and description whatsoever, based on any federal, state, local, statutory, regulatory, or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of or relating to, in whole or in part, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Security Incident, including but not limited to any claims that were asserted or could have been asserted in the Action, and including any claims for declaratory judgment or declaratory relief.

For more information, please refer to the Settlement Agreement, which is available on the Settlement Website at www.BEKDataIncidentSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Class Member Benefits?

Settlement Class Members must submit a Claim Form in order to receive Settlement Class Member Benefits. Visit www.BEKDataIncidentSettlement.com to submit a claim online or to download a full Claim Form to complete and return by mail.

Claim Forms must be submitted online by **November 26, 2026**. Claim Forms submitted by mail must be received or postmarked no later than **November 26, 2026**.

Completed Claim Forms along with supporting documentation, if required, must be mailed to the Settlement Administrator at the following address:

Ben E. Keith Data Security Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

13. Can I request a Claim Form?

Yes. Settlement Class Members can contact the Settlement Administrator and ask to have a Claim Form mailed to them.

Call Toll-Free: 1-833-404-4341

Mail: Ben E. Keith Data Security Incident Settlement, Attn: Claim Form Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: Info@BEKDataIncidentSettlement.com.

14. What happens if my contact information changes after I submit a Claim Form?

It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit a Claim Form. Please include your Notice ID or Claim Number (if you submitted your claim online) with your written request to the Settlement Administrator.

Mail: Ben E. Keith Data Security Incident Settlement, Attn: Claim Update, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: Info@BEKDataIncidentSettlement.com.

15. When and how will I receive the Settlement Class Member Benefits?

If you submit a valid claim for Credit Monitoring, the Settlement Administrator will send you an email with instructions on

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how to activate those services after the Settlement is approved and becomes Final. The email will be sent to the email address that you provided on your Claim Form.

Cash Payments will also be issued by the Settlement Administrator only after the Settlement is approved and becomes Final. Payments will be issued via the payment method you selected on your Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your contact information or payment instructions after the submission of your Claim Form. Failure to do so may result in forfeiture of your payment.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Class Member Benefits can be issued. Please be patient and check www.BEKDataIncidentSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Tyler J. Bean of Siri & Glimstad LLP, John Nelson of Milberg, PLLC, Kevin Laukaitis of Laukaitis Law LLC, and Philip J. Kzeski of Chestnut Cambronne PA as Class Counsel to represent the Settlement Class. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

Tyler J. Bean SIRI & GLIMSTAD LLP 101 Park Avenue Suite 1300, #16982799 Oklahoma City, OK 73102	John J. Nelson MILBERG, PLLC 402 W Broadway Suite 1760 San Diego, CA 92101
Philip J. Kzeski CHESTNUT CAMBRONNE PA 100 Washington Ave S Suite 1700 Minneapolis, MN 55401	Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907

17. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of attorneys' fees and costs of up to \$270,000.00. Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,000.00 each, subject to Court approval.

Any attorneys' fees and costs, or Service Awards awarded by the Court will not reduce or affect the Settlement Class Member Benefits available to Settlement Class Members who timely submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the legal claims raised in this Action and/or released by this Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself, herself, or themselves from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

Settlement Class Members may opt-out of the Settlement by mailing a request to opt-out to the Settlement Administrator postmarked no later than **October 27, 2026**. 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 in the lawsuit - *Baca, et al. v. Ben E. Keith Company*, Cause No. 067-348166-23, District Court of Tarrant County, Texas, 67th Judicial District Court.

Ben E. Keith Data Security Incident Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will **not** be accepted. Any Settlement Class Member who does not submit a timely and valid request to opt-out shall be bound by the terms of the Settlement Agreement, even if that Settlement Class Member does not submit a Valid Claim.

19. If I exclude myself, can I still receive Settlement Class Member Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Class Member Benefits if you stay in the Settlement and submit a timely and Valid Claim Form.

20. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims resolved by this Settlement. You must exclude yourself from the Settlement if you want to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties for the same legal claims. If you have a pending lawsuit, you should speak with your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

Settlement Class Members who wish to object to the Settlement and/or Application for Attorneys' Fees and Costs, and Service Awards must file a written objection with the Court before **October 27, 2026**.

Settlement Class Members must not have excluded themselves from the Settlement Class to submit an objection. Objections must strictly and fully comply with each and every requirement outlined in this Notice.

For an objection to be considered by the Court, the written objection filed with the Court must also be mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator so it is received or postmarked before **October 27, 2026**.

COURT	ADMINISTRATOR	DEFENDANT'S COUNSEL
Clerk of the Court Tom Vandergriff Civil Courts Building 4th Floor 100 North Calhoun Street Fort Worth, TX, 76196	Ben E. Keith Data Security Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102	Justin Holmes GORDON REES SCULLY & MANSUKHANI 3 Logan Square Philadelphia PA 19103

CLASS COUNSEL			
Tyler J. Bean SIRI & GLIMSTAD LLP 101 Park Avenue Suite 1300, #16982799 Oklahoma City, OK 73102	John J. Nelson MILBERG, PLLC 402 W Broadway Suite 1760 San Diego, CA 92101	Philip J. Krzeski CHESTNUT CAMBRONNE PA 100 Washington Ave S Suite 1700 Minneapolis, MN 55401	Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205, #10518 San Juan, PR 00907

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

Questions? Visit www.BEKDataIncidentSettlement.com or call toll-free 1-833-404-4341.

- 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).
- i. 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 these provisions and the requirements of the Preliminary Approval 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 the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through these objection procedures. Any challenge to the Settlement Agreement or the Final Approval Order, including on appeal, must be made in accordance with the terms and procedures set forth in the Settlement Agreement.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **December 7, 2026, at 1:30 p.m. CST**, located at the Tom Vandergriff Civil Courts Building, 4th Floor, 100 North Calhoun Street, Fort Worth, TX, 76196.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.BEKDataIncidentSettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve the Settlement as final and whether to approve Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards for the Class Representatives.

If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

24. Do I have to come to the Final Approval Hearing?

Questions? Visit www.BEKDataIncidentSettlement.com or call toll-free 1-833-404-4341.

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*See* FAQ 21), the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate your intent to do so in your written objection (*See* FAQ 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must indicate if your attorney intends to appear and speak on your behalf at the hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Class Member Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.BEKDataIncidentSettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail: Ben E. Keith Data Security Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: Info@BEKDataIncidentSettlement.com.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**