

Notice of Proposed Class Action Settlement

This is not a solicitation from a lawyer. The Hennepin County (Minnesota) District Court authorized this Notice.

- A proposed Settlement has been reached with DecoPac, Inc. (“DecoPac” or “Defendant”) arising out of the unauthorized access to or acquisition of Settlement Class members’ PII that was announced by Defendant on or around December 6, 2024 (the “Data Incident”).
- If you are a living individual in the United States whose PII was potentially compromised in the Data Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, DecoPac has agreed to provide certain benefits to Settlement Class Members who submit valid and timely claims. In addition, Defendant has already enhanced or otherwise agreed to enhance its information security and has agreed to pay for the costs of Notice and Administrative Expenses; Service Award for the Settlement Class Representative; and Attorneys’ Fees and Costs.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: February 5, 2026	Submitting a Claim Form is the only way that you can receive any of the Settlement Class Member Benefits provided by this Settlement. If you submit a Claim Form, you will give up the right to sue Defendant or the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: JANUARY 6, 2026	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendant and Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Class Member Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: JANUARY 6, 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 cannot object to it. If you object, you may also file a Claim Form to receive Settlement Class Member Benefits.
GO TO THE FINAL APPROVAL HEARING MARCH 16, 2026	You may attend the Final Approval Hearing where the Court may hear arguments concerning 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 or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement Class Member Benefits and you will give up your rights to sue Defendant and 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. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Hart v. DecoPac, Inc.*, Case No. 27-CV-25-11487 (the “Action”), pending in the Hennepin County (Minnesota) District Court. The individual who filed this lawsuit is called the “Plaintiff” and the company they sued, DecoPac, Inc., is called the “Defendant” or “DecoPac.”

2. What is this lawsuit about?

On or about December 6, 2024, DecoPac announced that there was unauthorized access to or acquisition of Plaintiff’s and Settlement Class members’ PII that was in DecoPac’s possession. In the lawsuit, Plaintiff alleges that Personal Information was potentially compromised by the Data Incident. “PII” means personally identifiable information, including names and social security numbers.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The Plaintiff and Settlement Class Representative in this case is Erin Hart.

4. Why is there a Settlement?

The Plaintiff and Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members, and that the Settlement is fair, reasonable, adequate, and in the best interest of the Plaintiff and all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all living individuals in the United States whose PII was potentially compromised in the Data Incident.

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

Yes, excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.DPDataSettlement.com, or call toll-free 1-866-280-4186. You may also email the Settlement Administrator at Info@DPDataSettlement.com.

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

Settlement Class Members may submit claims for a Cash Payment and/or Credit Monitoring.

Compensation for Documented Out-of-Pocket Losses: Compensation for documented, out-of-pocket unreimbursed losses that are fairly traceable to the Data Incident may be up to a total of \$4,000.00 per person.

Settlement Class Members **must** submit third-party documentation supporting their Claims for documented out-of-pocket losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. These losses may include the following:

- Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
- Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between December 6, 2024, and February 5, 2026.
- Monetary losses due to fraud or identity theft that are (ii) fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; and (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Flat Cash Payment: In addition to a Cash Payment made to Settlement Class Members for documented out-of-pocket losses, Settlement Class Members who submit Valid Claims may also Claim flat cash payments in the amount of \$95.00 each. However, Settlement Class Members who receive compensation for documented out-of-pocket losses may receive flat cash payments only to the extent the flat cash payment amount exceeds the Settlement Class Member’s approved reimbursement amount for documented out-of-pocket losses.

Credit Monitoring: In addition to requesting Compensation for Documented Out-of-Pocket Losses or electing a Cash Payment, Settlement Class Members may make a Claim for Credit Monitoring for three years with one bureau, including at least \$1,000,000.00 in theft protection insurance.

Aggregate Cap. Defendant shall pay each Settlement Class Member who submits a Valid Claim either compensation for documented out-of-pocket losses or a flat cash payment as described above. Under no circumstances shall Defendant be obligated to pay more than a total amount of \$400,000.00 in Cash Payments in connection with this Settlement. This amount represents the maximum total liability of Defendant for Cash Payments under this Agreement, and the Parties agree that any Valid Claims that would cause the total amount of Cash Payments paid by Defendant to exceed \$400,000.00 shall be subject to a *pro rata* reduction as necessary to ensure that Defendant’s total Cash Payment obligation does not exceed this cap.

9. Are there other Settlement Class Member Benefits?

Business Practice Changes. Plaintiff has received assurances that Defendant either has undertaken or will undertake reasonable steps to further secure its systems and environment(s). Defendant has provided confidential discovery regarding the number of individuals in the Settlement Class broken down by state of residence, the facts and circumstances of the Data Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to protect class Members' Private Information. Defendant will provide a confidential declaration to Class Counsel describing its security improvements since the Data Incident and estimating the cost of those improvements.

10. What am I giving up to receive a Settlement Class Member Benefit or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and 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 in this Action, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

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, 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 or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

Complete information is provided in the Settlement Agreement, available at www.DPDataSettlement.com.

HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS— SUBMITTING A CLAIM FORM

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

Visit www.DPDataSettlement.com to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **February 5, 2026**. Claim Forms submitted by mail must be postmarked no later than **February 5, 2026**.

Settlement Class members can also request a Claim Form by calling toll-free 1-866-280-4186, emailing Info@DPDataSettlement.com or by writing to the Settlement Administrator.

DecoPac Data Incident Settlement Administrator, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

13. Where do I send my completed Claim Form?

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at:

DecoPac Data Incident Settlement Administrator
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103.

Remember, Claim Forms submitted by mail must be postmarked no later than **February 5, 2026**.

Questions? Visit www.DPDataSettlement.com or call toll-free 1-866-280-4186.

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

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

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

If you submit a Valid Claim for Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement becomes Final.

Settlement Class Payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

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.DPDataSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A. and Philip Krzeski of Chestnut Cambronne PA as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

17. How will Settlement Class Counsel be paid?

Class Counsel shall apply to the Court for an award of Attorneys' Fees and Costs of up to \$150,000.00, to be paid by Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members.

The Class Representative may seek a Service Award of up to \$5,000.00, subject to Court approval. The Service Award shall be payable separate from the Settlement Class Member Benefits.

The Court may award less than these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, 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 or herself from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

Settlement Class members who do not want to remain in the Settlement must submit an out-opt request.

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 (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall

be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

The opt-out request must be mailed to the Settlement Administrator at the address below so it is postmarked by no later than **January 6, 2026**:

DecoPac Data Incident
Attn: Opt-Outs
P.O. Box 58220
Philadelphia, PA 19102

You cannot exclude yourself by telephone or by email.

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 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 that this Settlement resolves. You must exclude yourself from this Action 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. If you have a pending lawsuit, speak to 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 can object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award.

Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than **January 6, 2026**, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class.

Court	Settlement Administrator
Hennepin County Justice Center 300 S. Sixth St. Minneapolis, Minnesota 55487	DecoPac Data Incident Attn: Objections P.O. Box 58220 Philadelphia, PA 19102
Class Counsel	Defendant's Counsel
Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 Philip Krzeski CHESTNUT CAMBRONNE P.A. 100 Washinton Ave. S., Suite 1700 Minneapolis, MN 55401	Daniel M. Braude MULLEN COUGHLIN LLC 411 Theodore Fremd Ave., Ste. 206S Rye, NY 10580

If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- 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 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 Award;
- 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) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i) the objector's signature (an attorney's signature is not sufficient).

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 (opting out) is telling the Court you do not want to be part of the Class or 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 **March 16, 2026, 9:00 am**, located at Hennepin County Government Center, 300 South 6th St., Minneapolis, MN 55487.

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

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Costs, and a Service Award for the Class Representative. 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?

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, 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 this in your written objection (*see* Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

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 Agreement.

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.DPDataSettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail:
DecoPac Data Incident Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Email: Info@DPDataSettlement.com

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

Questions? Visit www.DPDataSettlement.com or call toll-free 1-866-280-4186.