

Notice of Proposed Class Action Settlement

Blair v. JSP International Group Ltd.
Case No. 2:25-cv-01665-JHS (E.D. Pa.)

The U.S. District Court for the Eastern District of Pennsylvania authorized this Notice.

This is not a solicitation from a lawyer. You are not being sued.

- A proposed Settlement has been reached with JSP International Group Ltd. (“JSP” or “Defendant”) arising out of the alleged incident that occurred on or around the time period of December 26 and December 28, 2024, in which unauthorized third parties purportedly gained access and copied certain files from Defendant’s systems without permission (the “Incident”).
- The Settlement Class includes all persons whose Private Information was identified as being potentially accessed, compromised, or impacted in connection with the Incident.
- Under the Settlement, JSP has agreed to provide certain benefits to Settlement Class Members who submit valid and timely claims. In addition, JSP has agreed to certain business practice changes, and has agreed to pay for the costs of Notice and Administrative Expenses; a Service Award for the Class Representative; and Attorneys’ Fees, Costs and Expenses.
- 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: DECEMBER 1, 2025	Submitting a Claim Form is the only way that you can receive benefits provided by the 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: DECEMBER 1, 2025	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 legal 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: DECEMBER 1, 2025	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 FAIRNESS HEARING JANUARY 7, 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

Questions? Visit www.JSPDataSettlement.com or call toll-free 1-866-966-4205.

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 *Blair v. JSP International Group LTD.*, Case No. 2:25-cv-01665-JHS, pending in the United States District Court for the Eastern District of Pennsylvania. The individual who filed this lawsuit is called the “Plaintiff” and the company that was sued, JSP International Group Ltd., is called the “Defendant” or “JSP.”

2. What is this lawsuit about?

On or about December 28, 2024, Defendant identified unusual network activity and commenced an investigation. Through their investigation, it was determined that certain files were copied from Defendant’s systems without permission between December 26 and December 28, 2024. Upon review of the potentially compromised files, it was found that the types of information identified in the reviewed files varied by individual, but included data such as name, Social Security number, driver’s license and/or government identification number, medical information, health insurance and/or financial account information.

In the lawsuit, Plaintiff alleges the private information of the Plaintiff and those included in the Class were impacted by the Incident and alleges that Defendant failed to properly secure and safeguard the private information. Defendant denies the Plaintiff’s allegations and has asserted numerous defenses.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiff(s)”, or “Class Representative(s)” 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 Class Representative in this case is Brenda Blair.

4. Why is there a Settlement?

The Plaintiff and Defendant disagree over the legal claims made in this Action. Defendant has denied and continues to deny any wrongdoing whatsoever. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiff or the Defendant (collectively referred to as the “Parties”).

Instead, the Parties negotiated a settlement that allows the Plaintiff, the proposed Settlement Class, and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses and other benefits without further delay. Plaintiff and Plaintiff’s attorneys (“Class Counsel”) think the settlement is in the best interest of all Settlement Class Members. The settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes: All persons whose Private Information was identified as potentially accessed, compromised, or impacted in connection with the Incident.

“Incident” means the alleged incident that occurred on or around the time period of December 26 and December 28, 2024, in which unauthorized third parties purportedly gained access and copied certain files from Defendant’s systems without permission.

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

Yes, the Settlement Class specifically excludes: (a) all persons who are governing board members of Defendant, (b) governmental entities, (c) the Court, the Court’s immediate family, and Court staff and (d) any individual who timely and validly opts-out of the Settlement.

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.JSPDataSettlement.com or call toll-free 1-866-966-4205. You may also email the Settlement Administrator at info@JSPDataSettlement.com.

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

The Settlement provides the following benefits:

- ✓ **Credit Monitoring**
Two years of 3-Bureau (3B) credit monitoring, which includes up to \$1 million in identify theft insurance.
- ✓ **Compensation for Ordinary Losses*** (up to \$300 per Settlement Class Member)
 1. Out-of-Pocket Expenses incurred as a result of the Incident, including, without limitation, out-of-pocket expenses incurred as result of the Incident, including unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports, between December 26, 2024 and **the date that the Motion for Preliminary Approval is filed**;
 2. The cost of purchasing credit monitoring or other identity theft insurance products purchased between December 26, 2024, and **the date that the Motion for Preliminary Approval is filed**; and
 3. Up to 3 hours of time spent, at twenty dollars (\$20.00) per hour for time spent dealing with the Incident between December 26, 2024, and **the date that the Motion for Preliminary Approval is filed**. Settlement Class Members must submit an attestation that they spent the claimed time responding to issues raised by the Incident. Settlement Class Members will also need to choose from a mutually

agreeable array of activities for which they spent time dealing with the Incident for which they can be compensated.

✓ **Compensation for Extraordinary Losses*** (up to \$3,000 per Settlement Class Member)

Extraordinary losses are losses associated with identity theft, fraud, and other actual misuse of personal information, provided that:

1. the loss is an actual documented and unreimbursed monetary loss;
2. the claimant provides verifiable third-party proof to the Claims Administrator that that loss was proximately caused by the Incident;
3. the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and
4. the loss occurred between the date of the Incident and **December 1, 2025**.

***With the exception of time spent dealing with the Incident which requires the submission of an attestation as noted above, claims for compensation for ordinary or extraordinary losses require documentation.**

Settlement Floor and Claims Cap

The overall amount for all payments made by Defendant to Settlement Class Members shall be no less than fifty thousand dollars (\$50,000) (“Settlement Floor”) and not exceed one hundred thousand dollars (\$100,000), both in the aggregate, exclusive of Settlement Administration Costs, Service Awards, and Attorney’s Fees and Costs.

To the extent the total amount of the Valid Claims does not exceed the Settlement Floor the Valid Claims shall be increased in an amount *pro rata* so that the Settlement Floor is met.

To the extent the total amount of the Valid Claims exceeds \$100,000 to Settlement Class Members, the Valid Claims shall be decreased in an amount *pro rata*.

9. Are there other Settlement Class Member Benefits?

Business Practice Changes. The Parties agree that protecting the safety and integrity of Settlement Class Members’ Private Information, responding to the Incident, underlying the claims in this litigation, and the claims in this litigation were substantial motivating factors for certain remedial efforts and business practices changes taken by Defendant following the Incident, which are estimated to cost Defendant approximately \$330,000.00.

Plaintiff has received assurances that Defendant will continue to take reasonable steps to further secure its systems and environments and that these efforts are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members’ Private Information. Defendant has paid and will continue to pay the costs of these security enhancements separate and apart from the cash component paid to Settlement Class Members.

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 Settlement 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

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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 collectively mean any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Incident or (b) any of the alleged violations of laws or regulations cited in the Complaint or the Action.

Complete information is provided in the Settlement Agreement, available at www.JSPDataSettlement.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.JSPDataSettlement.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 **December 1, 2025**. Claim Forms submitted by mail must be postmarked no later than **December 1, 2025**.

Settlement Class members can also request a Claim Form by calling toll-free 1-866-966-4205 or by writing to the Settlement Administrator.

Mail: JSP Incident Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: info@JSPDataSettlement.com

13. Where do I send my completed Claim Form?

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at: JSP Incident Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Claim Forms submitted by mail must be postmarked no later than **December 1, 2025**.

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

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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.JSPDataSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note as Class Counsel to represent you and all Settlement Class Members. 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 for Attorneys' Fees and Costs of up to a maximum of \$100,000, and a Service Award for the Class Representative in an amount not to exceed \$2,500. 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 individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

The opt-out request must be mailed so it is postmarked or received by the Settlement Administrator at the address below no later than **December 1, 2025**:

JSP Incident Settlement
Attn: Opt Outs
P.O. Box 58220
Philadelphia, PA 19102

You cannot exclude yourself by telephone or by email.

No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or

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(b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

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?

Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by **December 1, 2025**. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator:

Clerk of the Court	Class Counsel
James A. Byrne U.S. Courthouse 601 Market Street Philadelphia, PA 19106	Scott Edward Cole Cole & Van Note 555 12th Street, Suite 2100 Oakland, CA 94607
Defendant's Counsel	Settlement Administrator
Richard Haggerty Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333	JSP Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102

For an objection to be considered by the Court, the objection must include:

- the name of this Litigation (*Blair v. JSP International Group LTD.*, Case No. 2:25-cv-01665-JHS);
- the objector's full name, mailing address, telephone number, and email address (if any);
- the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- the number of times the objector has objected to a class action settlement within the 5 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;
- 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(s);

- f. 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 5 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 5 years;
- g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;
- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- k. the objector's signature (an attorney's signature is not sufficient).

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.

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

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 **January 7, 2026** at the James A. Byrne U.S. Courthouse, 601 Market St, Philadelphia, PA 19106. More information will be provided on the Settlement Website once available.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.JSPDataSettlement.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, Costs and Expenses, 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).

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.JSPDataSettlement.com. You may also contact the Settlement Administrator by mail: JSP Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or by email: info@www.JSPDataSettlement.com.

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