# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If you are a resident of the United States who was potentially impacted by the July 2025 Data Incident affecting S.V.D.P. Management Inc.'s network, you may be eligible to receive a Cash Payment and Credit Monitoring from a class action settlement.**

**The San Diego County Superior Court authorized this Notice.**

A proposed Settlement has been reached in the class action lawsuit ***Orrantia v. S.V.D.P. Management, Inc.,*** Case No. 25CU048774C, pending in the San Diego County Superior Court. If the Settlement is granted Final Approval by the Court, it will resolve the legal claims arising from the Data Incident involving S.V.D.P. Management Inc. ("S.V.D.P.").

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

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
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| **SUBMIT A CLAIM FORM**<br>**DEADLINE: FEBRUARY 16, 2027** | Submitting a timely and valid Claim Form is the only way to receive Settlement Benefits. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form.<br>More information about submitting a Claim Form is available at **FAQ #12**. |
| **EXCLUDE YOURSELF FROM THE SETTLEMENT**<br>**DEADLINE: JANUARY 12, 2027** | 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.<br>If you exclude yourself, you will give up the right to receive any Settlement Benefits.<br>More information about excluding yourself is available at **FAQ #18**. |
| **OBJECT TO THE SETTLEMENT**<br>**DEADLINE: JANUARY 12, 2027** | 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.<br>• If you exclude yourself from the Settlement, you cannot object to it.<br>• If you object to the Settlement, you are still eligible to submit a Claim Form.<br>More information about objecting is available **FAQ #21**. |
| **ATTEND THE FINAL APPROVAL HEARING**<br>**FEBRUARY 11, 2027** | 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 visit www.SVDPDataSettlement.com for updates.<br>More information about the Court's Final Approval hearing is available at **FAQ #23**. |
| **DO NOTHING** | If you do nothing, you will not receive any Settlement Benefits 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 Benefits will not be provided unless the Court grants Final Approval of the Settlement and the Settlement becomes effective.

## 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?

Plaintiffs Ernest Orrantia, Florencio Ramos, Gilberto Neria, Julia Porter, and Sarah May McFadden filed class action lawsuits against S.V.D.P. Management Inc. ("Defendant") asserting claims arising out of the Data Incident. The separate lawsuits filed by the Plaintiffs are listed below:

- Ernest Orrantia v. S.V.D.P. Management, Inc., Case No. 25CU048774C;
- Florencio Ramos v. S.V.D.P. Management, Inc., Case No. 25CU049209C;
- Gilberto Neria and Julia Porter v. S.V.D.P. Management, Inc., Case No. 25CU049027C; and
- Sarah May McFadden v. S.V.D.P. Management, Inc., Case No. 25CU049304C

On November 13, 2025, the Court consolidated these lawsuits into *Orrantia v. S.V.D.P. Management, Inc*., Case No. 25CU048774C, pending in the San Diego County Superior Court (the "Action").

The specific allegations asserted by Plaintiffs are set forth in the consolidated complaint (the "Complaint"), which is available on the Settlement Website at www.SVDPDataSettlement.com.

S.V.D.P. denies the allegations and all liability with respect to facts and claims alleged in this Action.

## 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.

## 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 residents of the United States who were potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident.

In total, S.V.D.P. represents there are approximately 95,329 potentially impacted individuals.

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

Yes, the Settlement Class specifically excludes: (i) Defendant S.V.D.P., any Entity in which S.V.D.P. has a controlling interest, and S.V.D.P.'s partners, officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) 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 included in this Settlement, you can contact the Settlement Administrator for free assistance.

Attn: S.V.D.P. Data Incident Settlement
P.O. Box 59
East Brunswick, NJ 08816-9998
info@SVDPDataSettlement.com ● 1-888-464-4345

# THE SETTLEMENT BENEFITS

## 8. What does the Settlement provide?

Under the Settlement, S.V.D.P. will create a $1.5 million Settlement Fund to pay for (i) Administration and Notice Costs; (ii) Service Awards approved by the Court; (iii) Attorneys' Fees approved by the Court; (iv) Expenses approved by the Court; and (v) all Approved Claims.

All Settlement Class Members who submit an Approved Claim are eligible to receive:

- ✓ **Credit Monitoring:** Two years of medical and credit monitoring and identity protection services, which includes (i) three credit bureau monitoring, (ii) report and score, (iii) dark web monitoring, (iv) identity protection services, (v) identity resolution services, and (vi) $1,000,000.00 in identity theft insurance.

- ✓ **Out-of-Pocket Expenses:** Reimbursement for documented out-of-pocket losses that were incurred as a result of the Data Incident for one or more of the following, not to exceed a total of $5,000.00 per Settlement Class Member: (i) unreimbursed costs and expenses spent addressing identity theft or fraud; (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review incurred on or after September 26, 2024 to October 12, 2024; and (iii) other documented losses that were not reimbursed. Settlement Class Members seeking reimbursement under this Section 7.1.2 must submit reasonable documentation to support the out-of-pocket expenses claimed were the result of the Data Incident. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of the Settlement Claim. Settlement Class Members shall not be reimbursed for Out-of-Pocket Expenses if they have already been reimbursed for the same Out-of-Pocket Expenses by another source.

- ✓ **Pro Rata Payment:** A flat cash payment representing a pro rata share of any amount that remains in the Settlement Fund after payment of all approved Out-of-Pocket Expenses Claims and CCPA and CMIA Claims. Each share is estimated at $50.00. The Pro Rata Payment may be decreased or increased based upon total claim submissions.

In addition, Settlement Class who were residents of the State of California at any time between September 26, 2024, to October 12, 2024 ("California Subclass Members") may submit a claim for the CCPA/CMIA payment.

- ✓ **CCPA/CMIA Payment:** A $150.00 cash payment as a result of the CCPA and CMIA claim they have brought against Defendant as California residents. This relief is in addition to any other claim for settlement benefits that the California Subclass Members would otherwise be entitled to claim pursuant to the Settlement. This payment will be paid from the money remaining in the Settlement Fund after Out-of-Pocket Expenses Claims have been fully satisfied and will be paid before the Pro Rata Claims. It may be pro rata decreased based on the number of valid claims submitted.

## USE OF THE SETTLEMENT FUND

Funds remaining from the $1.5 million Settlement Fund after payment of Administration and Notice Costs (estimated to be approximately $118,910.00), Attorneys' Fees, Expenses and Service Awards approved by the Court (the "**Net Settlement**

**Fund**") will be used to pay for Settlement Benefits for Approved Claims in the following order: (a) Out-of-Pocket Payments; (b) Cost for Credit Monitoring Services; (c) CCPA/CMIA Payments; and (d) Pro Rata Payments.

- ✓ If the Net Settlement Fund is not sufficient to pay the full amount for Approved Claims for Out-of-Pocket Expenses, then amount of those payments will be reduced on a *pro rata* basis so the total amount paid for Approved Claims for Out-of-Pocket Expenses does not exceed the funds available in the Net Settlement Fund. If this were to occur, there will not be any funds remaining for Credit Monitoring Services, CCPA/CMIA Payments or Pro Rata Payments, and no such payments will be issued.

- ✓ If the funds remaining in the Net Settlement Fund after payment of Approved Claims for Out-of-Pocket Losses are not sufficient to make payment for Approved Claims for Credit Monitoring Services, then the number of years and/or bureaus of Credit Monitoring Services shall be reduced on a *pro rata* basis, as agreed upon by Class Counsel and Defendant's Counsel based on calculations provided by the Settlement Administrator, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses and Approved Claims for Credit Monitoring Services does not exceed the funds available in the Net Settlement Fund. If this were to occur, there will not be any funds remaining for CCPA/CMIA Payments or Pro Rata Payments, and no such payments will be issued.

- ✓ If the funds remaining in the Net Settlement Fund after payment of Approved Claims for Out-of-Pocket Losses and Approved Claims for Credit Monitoring Services are not sufficient to make payment for Approved Claims for CCPA/CMIA Payments or Pro Rata Payments, then the value of Approved Claims for CCPA and CMIA Payments and Pro Rata Payments shall be reduced on a *pro rata* basis such that the aggregate value of payments for Approved Claims for CCPA and CMIA Payments or Pro Rata Payments does not exceed the funds available in the Net Settlement Fund.

- ✓ If the total amount of Approved Claims submitted is less than the amount available in the Settlement Fund, then Approved Claims shall be increased on a *pro rata* basis such that the total aggregate amount of Approved Claims equals (as reasonably close as possible without exceeding) the amount available in the Settlement Fund.

## 9. What else does the Settlement provide for?

In addition to the $1.5 million Settlement Fund, Defendant has agreed to certain Business Practice Commitments.

S.V.D.P. will provide a confidential declaration to Class Counsel generally describing its information security enhancements taken since the Data Incident and estimating, to an extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements paid by S.V.D.P. to date (approximately $500,00.00) are separate and apart from the $1.5 million Settlement Fund. S.V.D.P. will continue to utilize enhanced data privacy controls in line with those confidentially disclosed to Class Counsel as part of the Settlement.

## 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 of 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 Settlement Agreement. The specific rights you are giving up are called "Released Claims" (*See* next question).

If you are a Settlement Class Member, you must submit an Approved Claim to be eligible to receive Settlement Benefits. If you do nothing, you will <u>not</u> receive a payment or Credit Monitoring services from the Settlement.

## 11. What are the Released Claims?

The Settlement Agreement defines Released Claims as any and all actions, claims, defenses, demands, liabilities, rights, demands, causes of action, controversies, agreements, judgments, promises, rights, offsets, setoffs, suits, remedies,

damages, lawsuits, costs, relief for contempt, refunds, reimbursements, restitution, losses, attorneys' fees of any nature whatsoever, expenses, obligations, debts, or liabilities of any kind and description whatsoever, in law or in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and for the Representative Plaintiffs any and all "Unknown Claims") that were or could have been asserted or alleged against Defendant arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, and any Released Claim(s) that otherwise relate to or arise from the Data Incident, the alleged access, disclosure and/or acquisition of Settlement Class Members' Personal Information in the Data Incident, Defendant's provision of notice to Settlement Class Members following the Data Incident, Defendant's information security policies or procedures as they relate to or arise from the Data Incident, or Defendant's maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. This release is not intended to serve as a waiver under California Civil Code § 1542, and no such waiver is made on behalf of the Settlement Class, except for the Representative Plaintiffs who may waive such rights solely with respect to their individual claims.

The "Released Parties" are defined as Defendant S.V.D.P. (as defined to include St. Vincent de Paul Villages, Inc, dba Father Joe's Villages), and its current and former partners, divisions, and affiliated companies, as well as these entities' respective predecessors, successors, assigns, directors, officers, employees, agents, vendors, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, retailers, all former and current S.V.D.P. clients and/or other sources who were not clients, whose information was accessed, compromised, or impacted by the Data Incident, as well as their current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as directors, officers, agents, vendors, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, and contractors.

For more information about the Released Claims and Released Parties, please refer to the Settlement Agreement, which is available on the Settlement Website at www.SVDPDataSettlement.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 an Approved Claim in order to receive Settlement Class Member Benefits. Visit www.SVDPDataSettlement.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 **FEBRUARY 16, 2027**. Claim Forms submitted by mail must be postmarked no later than **FEBRUARY 16, 2027**.

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

S.V.D.P. Data Incident Settlement
Attn: Claim Forms
P.O. Box 154
East Brunswick, NJ 08816-9998

### 13. Can I request a Claim Form?

Yes. You can contact the Settlement Administrator and ask to have a Claim Form mailed to you.

S.V.D.P. Data Incident Settlement
Attn: Claim Form Request
P.O. Box 59
East Brunswick, NJ 08816-9998
Email: info@SVDPDataSettlement.com Toll-free number: 1-888-464-4345

### 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.

S.V.D.P. Data Incident Settlement
Attn: Claim Update
P.O. Box 59
East Brunswick, NJ 08816-9998
Email: info@SVDPDataSettlement.com

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

If you submit an Approved Claim for Credit Monitoring, the Settlement Administrator will send you an email with instructions on 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.

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

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

Yes, the Court has appointed Laura Van Note of Cole & Van Note and Carly M. Roman of Strauss Borrelli PLLC as Class Counsel to represent 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.

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| Laura Van Note<br>**COLE & VAN NOTE**<br>555 12th Street, Suite 2100<br>Oakland, CA 94607 | Carly M. Roman<br>**STRAUSS BORRELLI PLLC**<br>980 N. Michigan<br>Chicago, IL 60611 |

### 17. How will Class Counsel be paid?

Class Counsel shall submit a request to the Court for payment of Attorneys' Fees in the amount of $666,600.00, or 1/3 of the Total Economic Benefit (*e.g.*, the $1.5 million Settlement Fund plus $500,000.00 in business practice commitment costs equals the $2 million Total Economic Benefit to the Settlement Class) under this Settlement and reimbursement of Expenses incurred in prosecuting and settling the Action not to exceed twenty-five thousand United States Dollars ($25,000.00).

Class Counsel will also request a Service Award for Class Representatives in the amount not to exceed $5,000.00 each. For purposes of the Settlement, Plaintiffs Ernest Orrantia, Florencio Ramos, Gilberto Neria, Julia Porter, and Sarah May McFadden have been appointed by the Court as Class Representatives.

The Court may award less than these amounts. Class Counsel's request for Attorneys' Fees, Expenses and Service Awards must be filed with the Court at least forty-five (45) days before the date of the Final Approval Hearing and will be posted on the Important Documents page of the Settlement Website, www.SVDPDataSettlement.com, when available.

## 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 who wish to opt-out of the Settlement must submit a written opt-out request to the Settlement Administrator. Opt-out requests may be submitted online at www.SVDPDataSettlement.com no later than JANUARY 12, 2027.

Opt-out requests submitted by mail must be postmarked no later than JANUARY 12, 2027 and sent to:

S.V.D.P. Data Incident Settlement
Attn: Exclusion Requests
P.O. Box 59
East Brunswick, NJ 08816-9998

The written request to opt-out must:

i. Identify the case name of the Action (*Orrantia v. S.V.D.P. Management, Inc.*, Case No. 25CU048774C);
ii. Identify the name and address of the individual seeking to opt-out of the Settlement;
iii. Be personally signed by the individual seeking to opt-out;
iv. Include a statement clearly indicating the individual's intent to opt-out of the Settlement; and
v. Request exclusion only for that one individual whose personal signature appears on the request.

Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid.

Any individual who submits a valid and timely request to opt-out in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement.

Any individual who does <u>not</u> submit a valid and timely request to opt-out in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

### 19. If I exclude myself, can I still receive Settlement 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 Benefits if you stay in the Settlement and submit an Approved Claim.

### 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?

Any Settlement Class Member who wishes to object to the Settlement may submit a written objection to the Settlement Administrator via mail before JANUARY 12, 2027 at the address below:

S.V.D.P. Data Incident Settlement
Attn: Objections
P.O. Box 59
East Brunswick, NJ 08816-9998

The written objection must include:

(i) The case name and number of the Action;
(ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
(iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
(iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
(v) A statement of the specific grounds for the objection; and
(vi) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

If an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

Class Counsel and/or S.V.D.P.'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, you do not exclude yourself or "opt-out" of the Settlement). Excluding yourself 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 **FEBRUARY 11, 2027 at 10:30 a.m.** in Department 70, located on the fifth floor of the Hall of Justice at 330 W. Broadway, San Diego, CA 92101.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.SVDPDataSettlement.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 and enter a Final Approval Order and Judgment. The Court will also consider Class Counsel's request for Attorneys' Fees, Expenses, and Service Awards, and any objections that are timely and properly submitted. 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 (*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 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 review the Settlement Agreement available at www.SVDPDataSettlement.com. You may also contact the Settlement Administrator by mail or email with any questions you may have.

Mail: S.V.D.P. Data Incident Settlement, P.O. Box 59, East Brunswick, NJ 08816-9998

Email: info@SVDPDataSettlement.com

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