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San Diego Superior Court
OCT 19 2026
Clerk of the Superior Court
By: A. Zarzoso, Deputy

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ERNEST ORRANTIA, individually, and on behalf of all others similarly situated, Plaintiffs, v. S.V.D.P. MANAGEMENT, INC., Defendant.	**Case No. 25CU048774C** *This is a Consolidated Lead Case. The Subordinate Cases are:* - 25CU049027C - 25CU049209C - 25CU049304C **AMENDED ~~[PROPOSED]~~ PRELIMINARY APPROVAL ORDER** Hearing Date: August 28, 2026 Hearing Time: 10:30 a.m. PST Dept: C-70
FLORENCIO RAMOS, individually, and on behalf of all others similarly situated, Plaintiffs, v. S.V.D.P. MANAGEMENT, INC., Defendant.	**Case No. 25CU049209C**

GILBERTO NERIA and JULIA PORTER, each individually and on behalf of all others similarly situation, Plaintiffs, v. S.V.D.P. MANAGEMENT, INC., Defendant.	**Case No. 25CU049027C**
SARAH MAY MCFADDEN, individually and on behalf of all others similarly situated, Plaintiffs, v. S.V.D.P. MANAGEMENT, INC., Defendant.	**Case No. 25CU049304C**

~~[PROPOSED]~~ ORDER OF PRELIMINARY APPROVAL

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Ernest Orrantia, Florencio Ramos, Gilberto Neria, Julia Porter, and Sarah May McFadden ("Plaintiffs"), individually and on behalf of the Settlement Class Members, and S.V.D.P. Management, Inc. ("SVDP" or "Defendant") (collectively the "Parties"), with accompanying exhibits attached to Plaintiff's Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.[1]

Having fully considered the issue, the Court makes the following recitals and findings and hereby **GRANTS** the Motion and judgment is hereby entered pursuant to CRC 3.769(h)[2] as follows:

[1] All defined terms in this Order of Preliminary Approval ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

[2] CRC 3.769(h) is authority for the Court's continuing jurisdiction.

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

> **Settlement Class:** 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.

Excluded from the Settlement Class are (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.

Pursuant to Cal. Rules of Court, rule 3.769; Code of Civil Procedure section 382; the "presumption of fairness" analysis; and the *Kullar* Factors, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because they meet all of the requirements of Code of Civil Procedure section 382. Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is ascertainable; (b) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (c) the Settlement Class shares a community of interest; (d) there are issues of law and fact that are common to the Settlement Class; (e) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (f) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (g) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (h) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel**. The Court finds that Plaintiffs Ernest Orrantia, Florencio Ramos, Gilberto Neria, Julia Porter, and Sarah May McFadden satisfy the requirements of California law and should be appointed as the Settlement Class Representative. Additionally, the Court finds that Laura Van Note of Cole & Van Note and Carly M. Roman of Strauss Borrelli PLLC will likely satisfy the requirements of California law and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval**. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by California statutory law and relevant case law.

4. **Jurisdiction**. The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on Tuesday, February 11, 2027 at 10:30 a.m. in Department 70, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (d) the application of Settlement Class Counsel for an award of Attorney Fees, Costs, and Expenses should be approved; and (e) the application of the Settlement Class Representative for a Service Award should be approved.

6. **Settlement Administrator**. The Court appoints Angeion as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to this Order as **Exhibit 1** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and the Notices and Claim Form attached to this Order: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the California Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded (i.e., "opt-out") from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the

Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be by mail, postmarked no later than the Opt-Out Deadline, or through the online claims portal by the Opt-Out Deadline, which is no later than thirty (30) days from the before the initial scheduled Final Approval Hearing, and as stated in the Notice. If a Final Approval Order and Judgment is entered, all individuals falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All individuals who submit valid and timely requests to be excluded from the Settlement Class shall not receive any benefits or be bound by the terms of the Settlement Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing.

10. **Objections and Appearances**. Any Settlement Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement by submitting a written objection to the Settlement Administrator by mail or electronically through the Settlement Website no later than the Objection Deadline, which is thirty (30) days before the initially scheduled Final Approval Hearing, in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all of the following: (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, the name, address, and telephone number of counsel; (iii) a statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (iv) a statement of the number of times in which the objector (and, where applicable, the objector's counsel) has objected to a class action settlement within the three (3) years preceding the date the objector files the objection, together 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. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in the Settlement Agreement and in this paragraph shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the California Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process**. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectively implementing the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement**. In the event that the Settlement Agreement is terminated in accordance with its terms, or the Effective Date does not occur for any reason, this Preliminary Approval Order shall be vacated, the Settlement Agreement shall be null and void except as otherwise expressly provided therein, and the Parties shall be restored to their respective positions as they existed immediately prior to the execution of the Settlement Agreement. In such event, all orders entered in connection with the Settlement, including this Preliminary Approval

Order, shall be of no further force or effect, and neither the Settlement Agreement nor any proceedings relating to the Settlement shall be construed or used as an admission, concession, or evidence by or against any Party regarding the merits of the Action or the propriety of class certification.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date, as defined in the Settlement Agreement, and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation**. Except as necessary to effectuate this Preliminary Approval Order, all proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings.

Event	Deadline
Defendant provides the Settlement Class List to the Settlement Administrator	Within ten (10) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiffs shall file the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards	Monday, December 28, 2026
Objection Deadline	Tuesday, January 12, 2027
Opt-Out Deadline	Tuesday, January 12, 2027
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	Thursday, February 11, 2027 at 10:30 a.m. in Department 70

IT IS SO ORDERED on this day of 10/19/26, _____.

Carolyn M. Caietti

THE HONORABLE JUDGE

Carolyn M. Caietti, Judge

EXHIBIT 1

EXHIBIT A

Your claim must be submitted online or postmarked by: [DEADLINE]

Orrantia v. S.V.D.P. Management, Inc.
San Diego County Superior Court
Case No. 25CU048774C

CLAIM FORM

SVDP-CLAIM

GENERAL INSTRUCTIONS

This is the Court-approved Claim Form for the ***Orrantia v. S.V.D.P. Management, Inc.*** class action Settlement. You are eligible to submit a Claim Form if you are a member of the **Settlement Class**, defined as: **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.**

California Subclass means members of the Settlement Class who were residents of the State of California at any time between September 26, 2024, to October 12, 2024.

Data Incident refers to the suspicious activity on its network that S.V.D.P. detected and responded to on or around July 29, 2025.

You can submit a Claim Form online at «WEBSITE» or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than «DEADLINE».

SETTLEMENT BENEFITS

All Settlement Class Members 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 must submit reasonable documentation to support that the out-of-pocket expenses claimed were the result of the Data Incident. Failure to provide supporting documentation as requested 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/CMIA Claims. Each share is estimated at $50.00.

CCPA/CMIA PAYMENT: ***California Subclass Members*** may also submit a claim for 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. Approved CCPA/CMIA Claims 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.

PAYMENT AMOUNTS MAY BE INCREASED OR DECREASED BASED ON THE TOTAL AMOUNT OF ALL VALID CLAIMS SUBMITTED AND THE FUNDS AVAILABLE FOR THOSE PAYMENTS.

Your claim must be submitted online or postmarked by: [DEADLINE]

Orrantia v. S.V.D.P. Management, Inc.
San Diego County Superior Court
Case No. 25CU048774C

CLAIM FORM

SVDP-CLAIM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

First Name | **Last Name**

Street Address

City | **State** | **Zip Code**

Email Address | **Phone Number** | **Notice ID**

II. CREDIT MONITORING

☐ Check this box if you want to receive two (2) years of one (1) bureau Credit Monitoring.

Note: Enrollment instructions will be sent to the email address you provided in Section I of this Claim Form if the Settlement is approved and becomes final.

III. OUT-OF-POCKET EXPENSES

☐ Check this box if you want to receive reimbursement for Out-of-Pocket Expenses.

Supporting Documentation: Fill in the chart below to describe the supporting documentation you are providing with this Claim Form and the loss amount(s) that you are seeking reimbursement for (up to $5,000.00) that are supported by that documentation.

Remember: The loss must be actual, documented, and unreimbursed monetary loss resulting from fraud or identity theft related to the Data Incident.

Description of Documentation Provided	Amount
Total Documented Losses:	

Your claim must be submitted online or postmarked by: [DEADLINE]	*Orrantia v. S.V.D.P. Management, Inc.* San Diego County Superior Court Case No. 25CU048774C **CLAIM FORM**	**SVDP-CLAIM**

IV. CCPA/CMIA PAYMENT

☐ Check this box if you are a California Subclass Member and want to receive the $150.00 cash payment.*

Payment amount is subject to pro rata adjustment based on the funds available for these payments.

V. PRO RATA PAYMENT

☐ Check this box if you want to receive the Pro Rata Payment (estimated at $50.00).*

Payment amount is subject to pro rata adjustment based on the funds available for these payments.

VI. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

Payment via check will be mailed to the address provided in Section I above.

VII. CERTIFICATION

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

_____	_____	_____
Signature	Printed Name	Date

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation, to the Settlement Administrator, so it is postmarked no later than «DEADLINE».

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

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

EXHIBIT B

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	
SUBMIT A CLAIM FORM **DEADLINE: «DATE»**	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. More information about submitting a Claim Form is available at **FAQ #12**.
EXCLUDE YOURSELF FROM THE SETTLEMENT **DEADLINE: «DATE»**	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 Benefits. More information about excluding yourself is available at **FAQ #18**.
OBJECT TO THE SETTLEMENT **DEADLINE: «DATE»**	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 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 **«DATE»**	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 «WEBSITE» 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 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 «WEBSITE».

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.

S.V.D.P. Data Incident Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address» • 1-XXX-XXX-XXXX

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 that 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 not 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 «WEBSITE».

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 «WEBSITE» 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 **«DEADLINE DATE»**. Claim Forms submitted by mail must be postmarked no later than **«DEADLINE DATE»**.

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
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

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,
1650 Arch Street Suite 2210
Philadelphia, PA 19103
«Email Address» • 1-XXX-XXX-XXXX

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
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address»

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 «WEBSITE» 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.

Laura Van Note **COLE & VAN NOTE** 555 12th Street, Suite 2100 Oakland, CA 94607	Carly M. Roman **STRAUSS BORRELLI PLLC** 980 N. Michigan 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 posted on the Important Documents page of the Settlement Website, «WEBSITE», 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 «WEBSITE» no later than «DEADLINE DATE».

Opt-out requests submitted by mail must be postmarked no later than «DEADLINE DATE» and sent to:

S.V.D.P. Data Incident Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

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 not 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 «DEADLINE DATE» at the address below:

S.V.D.P. Data Incident Settlement
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

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 **DATE & TIME** in Courtroom **X**, located at ADDRESS.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check «WEBSITE» 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 «WEBSITE». 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, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: «Email Address»

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

EXHIBIT C

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.").

The Court authorized this Notice to inform you of a proposed class action Settlement. 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.

The Settlement 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. The Data Incident refers to the suspicious activity on its network that S.V.D.P. detected and responded to on or around July 29, 2025. California Subclass Members include Settlement Class Members who were a resident of the State of California at any time between September 26, 2024, to October 12, 2024.

Settlement Benefits. A $1.5 million Settlement Fund will be created to pay for (i) Administration and Notice Costs (estimated to be approximately $118,910.00); (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 for Settlement Benefits, which include (a) Credit Monitoring; (b) Reimbursement for Out-of-Pocket Expenses (up to $5,000); (c) Pro Rata Payment (estimated $50); and (d) CCPA/CMIA Payment of $150 for California Subclass Members. Visit WEBSITE for a complete information about the Settlement Benefits, potential *pro rata* payment adjustment, and business practices commitments agreed to by Defendant (valued at $500,000).

How To Get Benefits: Settlement Class Members must submit a Claim Form to receive Settlement Benefits. Visit WEBSITE to submit a Claim Form online or download the full Claim Form to complete and return by mail. Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be received or postmarked no later than **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Defendant and the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement and/or Class Counsel's Attorneys' Fees, Costs, and Service Awards by **DATE**. Please review the Long Form Notice available at WEBSITE for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. 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. Class Counsel shall apply to the Court for an award of Attorneys' Fees of $666,600, Expenses in the amount of $25,000 and Service Awards not to exceed $5,000 for each of the Class Representatives. The Court may award less than these amounts.

The Court has scheduled a **Final Approval Hearing** for **DATE/TIME** at ADDRESS, to consider granting Final Approval of the Settlement and Class Counsel's Attorneys' Fees, Expenses, and Service Awards. The Court will also consider any objections to the Settlement. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check WEBSITE for updates.

THIS NOTICE IS ONLY A SUMMARY.
For complete information about the Settlement, please visit WEBSITE,
call toll-free 1-XXX-XXX-XXXX or scan the QR code:



EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Orrantia v. S.V.D.P. Management, Inc.
Case No. 25CU048774
San Diego County Superior Court

You may be eligible to receive a Cash Payment and Credit Monitoring from a class action settlement.

Your rights may be affected. Please read this Notice carefully.

For complete information on how to (a) Submit a Claim Form, (b) Opt-Out of the Settlement, or (c) Object to the Settlement, please visit WEBSITE, call toll-free 1-XXX-XXX-XXXX or scan the QR code.

Example QR Code. Replace this with case specific QR Code.

S.V.D.P. Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

NOTICE ID: «NOTICE ID»
«FIRST NAME» «LAST NAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

S.V.D.P. DATA INCIDENT SETTLEMENT
PRO RATA PAYMENT & CCPA/CMIA PAYMENT CLAIM FORM
«BARCODE»

Complete and return this Claim Form to receive a Pro Rata Payment. Settlement Class Members who were California residents at any time from September 26, 2024, through October 12, 2024, may also elect to receive the CCPA/CMIA Payment. To claim reimbursement for Out-of-Pocket Expenses and/or Credit Monitoring Services, visit WEBSITE to submit a Claim Form online or download the full Claim Form for completion and submission by mail.

Check the box(es) to indicate which benefit(s) you want to receive and Select a payment method.

☐ **Pro Rata Payment (Estimated $50.00)** – *Subject to pro rata reduction.*

☐ **CCPA/CMIA Payment ($150.00)** – *Available to California Subclass Members only. Subject to pro rata reduction.*

Select a payment method: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

Provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____.

Visit WEBSITE to review disclosures and terms and conditions related to PayPal, Venmo, Zelle, and Virtual Prepaid Card options.

Affirmation and Signature: I swear and affirm under penalty of perjury under the laws of the United States that the information supplied in this Claim Form is true and correct to the best my knowledge or recollection and that I am a Settlement Class Member and I have not opted out of the Settlement.

Signature: _____ **Printed Name:** _____ **Date:** __ __/__ __/__ __

«BARCODE»

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The Settlement 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. The Data Incident refers to the suspicious activity on its network that S.V.D.P. detected and responded to on or around July 29, 2025. You have been identified as a Settlement Class Member.

Settlement Benefits. A $1.5 million Settlement Fund will be created to pay for (i) Administration and Notice Costs (estimated to be approximately $118,910.00); (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 for Settlement Benefits, which include (a) Credit Monitoring; (b) Reimbursement for Out-of-Pocket Expenses (up to $5,000); (c) Pro Rata Payment (estimated $50); and (d) CCPA/CMIA Payment of $150 for California Subclass Members. Visit WEBSITE for a complete information about the Settlement Benefits, potential *pro rata* payment adjustment, and business practices commitments agreed to by Defendant (valued at $500,000).

How To Get Benefits: Settlement Class Members must submit a Claim Form to receive Settlement Benefits. You can complete and return the attached Claim Form for the Pro Rata Payment and/or CCPA/CMIA Payment, or visit WEBSITE to submit a Claim Form online or download the full Claim Form to complete and return by mail. Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be received or postmarked no later than **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Defendant and the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement and/or Class Counsel's Attorneys' Fees, Costs, and Service Awards by **DATE**. Please review the Long Form Notice available at WEBSITE for complete details on how to exclude yourself from or object to the Settlement.

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The Court has scheduled a **Final Approval Hearing** for **DATE/TIME** at ADDRESS, to consider granting Final Approval of the Settlement and Class Counsel's Attorneys' Fees, Expenses, and Service Awards. The Court will also consider any objections to the Settlement. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check WEBSITE for updates.

THIS NOTICE IS ONLY A SUMMARY. VISIT WEBSITE FOR COMPLETE INFORMATION

POSTAGE
REQUIRED

S.V.D.P. DATA INCIDENT SETTLEMENT
SETTLEMENT ADMINISTRATOR
1650 ARCH STREET
SUITE 2210
PHILADELPHIA PA 19103