

## NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**If you reside in the United States and your personal identifiable information (“PII”) was compromised in the Data Security Incident announced by Advanced Recovery Equipment & Supplies, LLC (“Defendant”) in or around October 2024, you may be eligible for benefits from a Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.*

- A proposed Settlement has been reached in a class action lawsuit known as *Edri, et al v. Advanced Recovery Equipment & Supplies, LLC*, Case No. 529489/2024 (“Lawsuit”), filed in the New York Supreme Court, Kings County.
- This Lawsuit arises out of unauthorized access to Defendant’s systems and certain files containing sensitive and/or personal information (“PII”) and which was discovered by Defendant on or about October 2024 (the “Data Security Incident”). Defendant disagrees with Plaintiff’s claims and denies any wrongdoing.
- All Settlement Class Members can receive the following from the Settlement: (1) up to \$750.00 for documented Ordinary Out-of-Pocket losses; (2) up to \$3,500.00 for documented Extraordinary Out-of-Pocket losses; (3) Cash Payment of up to \$50.00, and (4) two years of one-Bureau Credit Monitoring
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

### **YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT**

<b>Submit a Claim</b>	<p><b>You must submit a valid claim to get money from this Settlement.</b></p> <p>Claim Forms must be submitted online by AUGUST 24, 2026, or if mailed, postmarked no later than AUGUST 24, 2026.</p>
<b>Exclude Yourself</b>	<p><b>Get out of the Settlement. Get no money. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money from the Settlement.</p> <p>Your request to exclude yourself must be postmarked no later than JULY 24, 2026.</p>
<b>File an Objection</b>	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than JULY 24, 2026.</p>
<b>Go to a Hearing</b>	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for SEPTEMBER 24, 2026.</p>

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## BASIC INFORMATION

### 1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are a person residing in the United States whose “PII” was compromised in the Data Security Incident announced by Advanced Recovery (“Defendant”) in or around October 2024.

The Settlement Class specifically excludes: (i) any entity in which Defendant has a controlling interest; (ii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 2. What is this case about?

This case is known as *Edri, et al. v. Advanced Recovery Equipment & Supplies, LLC*, Case No. 529489/2024, filed in the New York Supreme Court, Kings County. The persons who sued are called the “Plaintiffs” and the company they sued, Advanced Recovery Equipment & Supplies, LLC, is known as the “Defendant” in this case.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Personal Identifiable Information was potentially impacted as a result of the Data Security Incident.

This Lawsuit arises out of unauthorized access to Defendants’ systems and certain files containing sensitive and/or personal (“PII”), and which was discovered by Defendant on or about October 2024 (the “Security Incident”). Subsequently, this Lawsuit was filed asserting claims against Defendant relating to the Security Incident. Defendant denies Plaintiffs’ claims and denies any wrongdoing.

### 3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [www.AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com).

### 4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement if you are persons residing in the United States whose PII was compromised in the Data Security Incident announced by Defendant in or around October 2024. If you are

not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [www.AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com), call toll free 1-866-742-4955, send email to [AdvancedRecoveryDataSettlement@RG2claims.com](mailto:AdvancedRecoveryDataSettlement@RG2claims.com), or write to Advanced Recovery Data Incident Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

#### Reimbursement of Out-of-Pocket Losses

**Reimbursement of Ordinary Out-of-Pocket Losses:** All Settlement Class Members who submit a valid claim, with supporting documentation, using the Claim Form are eligible for reimbursement of the following out-of-pocket expenses, not to exceed \$750 per Settlement Class Member, that were incurred as a result of the Security Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) fees for credit reports, credit monitoring, or other identity theft insurance products purchased by Settlement Class Members between October 18, 2024 and the Claims Deadline.

**Reimbursement of Extraordinary Out-of-Losses:** In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members may submit a claim for Extraordinary Out-of-Pocket Losses up to \$3,500.00 per individual. “Extraordinary Out-of-Pocket Losses” are actual, documented, and unreimbursed costs or expenditures incurred by a Settlement Class Member that are more likely than not directly arising from identity theft or other fraud perpetrated against the Settlement Class Member as a result of the Data Incident. These may include, but are not limited to, (i) the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or (ii) other possible misuse of Settlement Class Member’s Private Information.

In order to be an out-of-pocket loss for which reimbursement can be claimed, the following conditions must be met:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was caused by the Incident;
- iii. The loss occurred after the date of the Incident and before the Claims Deadline; and
- iv. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance and identity theft insurance.

Settlement Class Members with any of the out-of-pocket losses set forth above must submit adequate documentation establishing the full extent of their claims. This can include receipts or other documentation as long as it is not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

**Cash Payment.** Settlement Class Members may submit a claim for a fifty-dollar (\$50.00) cash payment. Cash Payments made under the terms of the Settlement will be subject to an aggregate cap of \$325,000.00.

Should this cap be reached, payments under this Section will be subject to *pro rata* reductions based on the number of Settlement Class Members who have sought this benefit.

**Credit Monitoring.** Defendant will pay for additional credit-monitoring services as follows:

- i. All Settlement Class Members shall be offered the opportunity to claim a two-year membership of one-bureau credit monitoring with \$1,000,000.00 in identity theft/fraud insurance.
- ii. The additional credit-monitoring services noted in (i) are in addition to any credit-monitoring services Defendant initially offered related to the Data Security Incident.

Settlement Class Members who elect to receive the credit monitoring provided herein must provide his or her email address on the Claim Form.

### **7. How to submit a claim?**

All claims will be reviewed by the Settlement Administrator. You must file a Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online **AUGUST 24, 2026** or postmarked no later than **AUGUST 24, 2026**. You can download a Claim Form at [www.AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com), send an email to [AdvancedRecoveryDataSettlement@RG2claims.com](mailto:AdvancedRecoveryDataSettlement@RG2claims.com), or you can call the Settlement Administrator at 1-866-742-4955. The unique Login and Password that were printed on the Notice you received will be required to access the online and paper claim forms.

### **8. What am I giving up as part of the Settlement?**

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant and the other Released Parties regarding the claims in this Lawsuit. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at [www.AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

### **9. Will the Class Representatives receive compensation?**

Yes. The Class Representatives will receive a service award of up to \$2,500.00, to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

## **EXCLUDE YOURSELF**

### **10. How do I exclude myself from the Settlement?**

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than **JULY 24, 2026** to:

Advanced Recovery Data Incident Settlement

c/o RG2 Claims Administration

P.O. Box 59479

Philadelphia, PA 19102-9479

Instructions on how to submit a request for exclusion are available at [www.AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com) or from the Settlement Administrator by calling 1-866-742-4955.

If you exclude yourself, you will not be able to receive any cash benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

**11. If I do not exclude myself, can I sue later?**

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

**12. What happens if I do nothing at all?**

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, and you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in the case?**

Yes. The Court has appointed Siri & Glimstad LLP, the Murphy Law Firm, Milberg, PLLC, and Kopelowitz Ostrow P.A. (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and litigation expenses in an amount not to exceed \$315,000.00. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, [www.AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com), before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

**OBJECTING TO THE SETTLEMENT**

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state:

- (i) the objector’s full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Security Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing;
- (vi) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and
- (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Objections must include the case name and docket number, *Edri, et al v. Advanced Recovery Equipment & Supplies, LLC*, Case No. 529489/2024, and be submitted to the Clerk of the Court by First-Class mail, received no later than JULY 24, 2026, to:

Clerk of the Court  
(ADDRESS)

In addition, you must mail a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than (DATE):

<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Tyler J. Bean SIRI & GLIMSTAD LLP 1745 Fifth Avenue, Suite 500 New York, NY 10151	Jared D. Brown MCDONALD HOPKINS PLC 39533 Woodward Avenue, Suite 318 Bloomfield Hills, MI 48304

If you do not submit your Objection with all requirements, or if your Objection is not received by JULY 24, 2026, you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

**16. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing on SEPTEMBER 24, 2026 at 10:00 a.m. EDT at the Kings County Supreme Courthouse, located at 360 Adams Street, Brooklyn, New York, 11201. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [www.AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com) for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representative.

**18. Do I have to come to the hearing?**

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

**19. May I speak at the hearing?**

Yes. You can speak at the Final Approval Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

**DO NOTHING**

**20. What happens if I do nothing?**

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in the Lawsuit, and you release the claims against Defendant and Related Parties described in Question 8.

**GET MORE INFORMATION**

**21. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit [www.AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com) or call 1-866-742-4955. You may also contact the Settlement Administrator at Advanced Recovery Data Incident Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.**