

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If you received notice in or around November 2023 of a Data Breach involving Refresco Beverages US Inc. that occurred in March 2023, you may be entitled to benefits from a class action settlement.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

- A \$650,000.00 settlement has been reached in a class action lawsuit against Refresco Beverages U.S Inc. (“Refresco” or “Defendant”) regarding an incident involving unauthorized access to Refresco’s computer network (the “Incident”) that potentially resulted in unauthorized access to names, dates of birth, Social Security numbers, street addresses, financial account numbers, driver’s license numbers, health insurance policy numbers, and certain health information as provided in connection with workers’ compensation and/or ADA accommodations proceedings (“Private Information”) of Settlement Class Members.
- You are a “Settlement Class Member” if you are a person Refresco identified as being among those individuals impacted by the Data Breach, and if you were mailed a notice letter notifying you that your Private Information was potentially compromised in the Incident that occurred in or about March 2023.
- Settlement Class Members may be able to recover the following Settlement benefits:

**Claimed Benefits:** All Settlement Class Members can submit a Claim Form for one or more of the following:

1. **Out-of-Pocket Expenses:** Reimbursement of up to \$500 in reimbursement for Out-of-Pocket Expenses related to the Incident;
2. **Compensation for Attested Time Spent:** Compensation for time spent remediating issues related to the Incident for up to five (5) hours of lost time at a rate of \$20 per hour;
3. **Documented Extraordinary Loss Payment:** Reimbursement of up to \$5,000 in the form of a Documented Extraordinary Loss Payment related to the Incident.

**This Notice may affect your rights. Please read it carefully.**

<b>Summary of Your Legal Rights and Options</b>		<b>Deadline</b>
<b>Submit a Claim Form</b>	To get Settlement benefits for Documented Extraordinary Losses, Out-of-Pocket Expenses, or Attested Time Spent, you must submit a Claim Form. You can submit a Claim Form via U.S. Mail to P.O. Box 25226, Santa Ana, CA 92799 or online at <a href="http://RefrescoDataBreach.com">RefrescoDataBreach.com</a> .	<b>December 4, 2025.</b>
<b>Exclude Yourself</b>	Get no Settlement benefits. Keep your right to file your own lawsuit against the Defendant about the legal claims in this case.	<b>November 4, 2025.</b>
<b>Object</b>	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.	<b>November 4, 2025.</b>
<b>Do Nothing</b>	Get no Settlement benefits. Be bound by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees and costs. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

**Questions? Visit [www.RefrescoDataBreach.com](http://www.RefrescoDataBreach.com) or call toll-free 1-(844) 496-0920.**

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## BASIC INFORMATION

### 1. Why is this Notice being provided?

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

The Honorable Thomas P. Barber of the United States District Court for the Middle District of Florida, Tampa Division, is overseeing this class action. The case is known as *Berry v. Refresco Beverages US Inc.*, Case No. 8:23-cv-2763-SPF (the “Litigation”). The person who filed this lawsuit is called the “Plaintiff” or “Representative Plaintiff” and the company sued, Refresco Beverages US Inc., is called “Refresco” or the “Defendant.”

### 2. What is this lawsuit about?

The Plaintiff alleges that in or around March 2023, an unauthorized criminal gained unauthorized access to Refresco’s computer network (the “Incident”), which potentially resulted in unauthorized access to the names, dates of birth, Social Security numbers, street addresses, financial account numbers, driver’s license numbers, health insurance policy numbers, and certain health information as provided in connection with workers’ compensation and/or ADA accommodations proceedings of Settlement Class Members.

The Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. The Defendant denies these, and all other claims made in the Litigation. By entering into the Settlement, the Defendant is not admitting any wrongdoing.

### 3. Why is the lawsuit a class action?

In a class action, the Representative Plaintiff sues on behalf of all people who have similar claims. Together, once a proposed settlement has been agreed to, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the Settlement Class.

The Representative Plaintiff in this case is John Berry.

### 4. Why is there a settlement?

Plaintiff and Defendant do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the Plaintiff or the Defendant. Instead, Plaintiff and Defendant have agreed to settle the Litigation. Plaintiff and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendant.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you received a notice letter in November 2023 notifying you that your Private Information was potentially compromised in the Incident that occurred in or around March 2023.

## **6. Are there exceptions to being included in the settlement?**

Yes. Excluded from the Settlement Class are (1) Defendant and its respective officers and directors; (2) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (3) the Judge assigned to evaluate the fairness of the settlement; and (4) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, abiding or abetting the criminal activity causing the occurrence of the Incident or who pleads nolo contendere (a legal term that means “I do not wish to contend”) to any such charge.

## **7. What if I am not sure whether I am part of the settlement?**

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement website at **[www.RefreshcoDataBreach.com](http://www.RefreshcoDataBreach.com)** or call the Claims Administrator’s toll-free number at 1- 844 496-0920.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY**

## **8. What does the settlement provide?**

If you are a Settlement Class Member, you may be able to recover the following Claimed Benefits as part of the Settlement:

### **CLAIMED BENEFITS:**

All Settlement Class Members must submit a valid and timely Claim Form to receive any or all of the following Claimed Benefits:

#### **1. Out-of-Pocket Expenses**

Settlement Class Members who submit a valid and timely Claim Form are eligible to receive reimbursement of up to \$500 per Settlement Class Member for their Out-of-Pocket Expenses that are reasonably traceable to the Incident. These Documented Ordinary Losses include: (i) unreimbursed bank fees (such as card replacement and over-limit fees); (ii) interest on short-term loans; (iii) long distance phone charges, including cell phone charges (only if charged by the minute); (iv) postage charges; (v) gasoline for local travel; or (vi) unreimbursed expenses incurred for credit reports, credit freezes, credit monitoring, or other identity theft insurance product purchases after the Incident. You must submit documentation of the Out-of-Pocket Expenses as part of Claim. This may include receipts or other documentation and may not be “self-prepared.” “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

#### **2. Compensation Attested Time Spent**

Settlement Class Members who spent time remedying issues related to the Incident can receive reimbursement for up to five (5) hours of lost time at a rate of \$20 per hour with an attestation that they spent the claimed time responding to issues raised by the Incident, including but not limited to: (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Incident, its impact, or how to protect themselves from harm due to the Incident. No additional documentation shall be required for members of the Settlement Class to receive compensation for Attested Time Spent.

#### **3. Documented Extraordinary Loss Payment**

Settlement Class Members are eligible for compensation for Extraordinary Losses (that are beyond the Out-of-Pocket Expenses claimed above) resulting from the Incident, up to a maximum of \$5,000.00, upon

submission of a valid Claim Form and supporting documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Incident; (iii) the loss occurred between March 2023 and the Claims Deadline; (iv) the loss is not already covered by one or more of the normal reimbursement categories; (v) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses, or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented Extraordinary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Incident.

#### **9. What may cause settlement benefits to increase or decrease?**

In the event that more than 10% of the Settlement is unclaimed after all claimed Documented Extraordinary Loss Payments, Out-of-Pocket Expenses, and Attested Time Spent are allocated to Class Members who have submitted valid claims, the remaining Post DL/OOP Net Settlement Fund shall be reallocated on a pro-rata basis to all Class Members who have submitted valid claims for Attested Time Spent such that no more than 10% of the Post DL/OOP Net Settlement Fund shall remain for cy pres distribution. In the event that the aggregate amount of all Out-of-Pocket Expenses, Documented Extraordinary Loss Payments, and Attested Time Spent Payments exceeds the total amount of the Net Settlement Fund, then the value of the Out-of-Pocket Expenses, Documented Extraordinary Loss Payments, and Attested Time Spent Payments to be paid to each Class Member shall be reduced, on a pro-rata basis, such that the aggregate value of all Documented Loss Payments does not exceed the Net Settlement Fund.

#### **10. How do I submit a claim for reimbursement of Out-of-Pocket Expenses, Documented Extraordinary Losses, and Attested Time Spent? Monitoring, or Alternative Cash Payment?**

Settlement Class Members seeking reimbursement for Out-of-Pocket Expenses, Documented Extraordinary Losses, or Attested Time Spent must complete and submit a Claim Form to the Claims Administrator. Claim Forms can be submitted online at **[www.RefreshcoDataBreach.com](http://www.RefreshcoDataBreach.com)** or by mail to:

Refreshco Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA, 92799

If by mail, the Claim Form must be postmarked by **December 4, 2025**.

#### **11. What am I giving up to receive Settlement benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and Released Parties about the legal issues in this Litigation that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

#### **12. What are the Released Claims?**

The Settlement Agreement in Sections 8, 1.25 and 1.26 describes the Release, Released Claims, and Released Parties in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at **[www.RefreshcoDataBreach.com](http://www.RefreshcoDataBreach.com)** or in the public Court records on file in this lawsuit. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in **Question 16** of this Notice for free, or you can talk to your own lawyer at your own expense.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 13. How do I make a claim for Settlement Benefits?

To submit a claim for reimbursement for Out-of-Pocket Expenses, a Documented Extraordinary Loss Payment, or Attested Time Spent, you must timely submit a valid Claim Form. Settlement Class Members seeking benefits under the Settlement must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before **December 4, 2025**. Claim Forms may be submitted online at **www.RefreshcoDataBreach.com** or printed from the Settlement website and mailed to the Claims Administrator at the address on the form. **The quickest way to submit a claim is online.** Claim Forms are also available by calling 1-(844) 496-0920 or by writing to:

Refreshco Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA, 92799  
info@RefreshcoDataBreach.com

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

If you change your mailing address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-(844) 496-0920 or by writing to:

Refreshco Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA, 92799  
info@RefreshcoDataBreach.com

### 15. When will I receive my Settlement benefits?

If you file a timely and valid Claim Form, payment will be provided by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check **www.RefreshcoDataBreach.com** for updates.

## THE LAWYERS REPRESENTING YOU

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

Yes, the Court has appointed attorneys Nicholas A. Migliaccio, Jason S. Rathod, and Saran Q. Edwards of Migliaccio & Rathod LLP, and Scott D. Hirsch of the Scott Hirsch Law Group PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this litigation.

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

Class Counsel will file a motion asking the Court to award attorneys' fees and costs not to exceed one-third of the \$650,000.00 Settlement Fund, or approximately \$216,666.67. If awarded by the Court, attorneys' fees and costs will be paid out of the Settlement Fund. The Court may award less than this amount. Class Counsel's application for attorneys' fees and costs will be made available on the Settlement



website at [www.RefreshcoDataBreach.com](http://www.RefreshcoDataBreach.com) before the deadline for you to comment, or object to the Settlement.

## OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or “opting out” of the Settlement.

### 18. How do I get out of the Settlement?

To opt out of the Settlement, you must mail or submit via the Settlement website [www.RefreshcoDataBreach.com](http://www.RefreshcoDataBreach.com) a written notice of your intent to opt out. The written notice must be signed, include your name and address, and clearly state that you wish to be excluded from the Settlement Class.

If you opt-out via mail, the request must be **postmarked** and sent to the Claims Administrator at the following address by **November 4, 2025**:

Refreshco Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA, 92799

You cannot exclude yourself by telephone or by email.

### 19. If I opt out, can I get anything from the Settlement?

No. If you opt out, you give up any right to make a claim for any of the benefits made available as part of the Settlement Agreement. You will retain your right to sue the Defendant for the claims asserted in the Litigation or related to the Incident.

### 20. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue the Defendant and Released Parties for the claims this Settlement resolves and Releases relating to the Incident and claims in the litigation. You must opt out of this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

### 21. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys’ fees and costs. You can also give reasons why you think the Court should not approve the Settlement or attorneys’ fees and costs. To object, you must file timely written notice as provided below no later than **November 4, 2025**, stating you object to the Settlement. The objection must include all the following additional information:

- (1) The objector’s full name, address, telephone number, and email address (if any);
- (2) The case name and docket number, *Berry v. Refreshco Beverages US Inc.*, Case No. 8:23-cv-2763-SPF;



- (3) Information identifying the Settlement Class Member, including proof that he or she is a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Incident, or a statement explaining why you believe you are a Settlement Class Member);
- (4) A clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts
- (5) The identity of any and all counsel representing the objector;
- (6) A statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- (7) A list of proceedings in which You have submitted an objection to a class action settlement during the past five years; and
- (8) The objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

To be timely, written notice of an objection in the appropriate form containing the case name and docket number (*Berry v. Refresco Beverages US Inc.*, Case No. 8:23-cv-2763-SPF) must be filed with the Claims Administrator by **November 4, 2025**, and sent to:

Refresco Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA, 92799

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 6 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

The objector or his or her counsel may also file Objections with the Court through the Court's Electronic-Claims-Filing system, with service on Proposed Settlement Class Counsel and Defendant's Counsel made through the Electronic-Claims-Filing system.

## 22. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

## THE FINAL FAIRNESS HEARING

## 23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing on **December 16, 2025**, at **10:00 a.m.** before Judge Sean P. Flynn at the United States District Court for the District of Middle Florida, Tampa Division, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Courtroom 11B, Tampa, Florida 33602.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, and Class Counsels' application for attorneys' fees, costs and expenses. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Fairness Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted at **[www.RefrescoDataBreach.com](http://www.RefrescoDataBreach.com)**.

#### **24. Do I have to attend the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

#### **25. May I speak at the Final Fairness Hearing?**

Yes, as long as you do not exclude yourself (opt out), you can (but do not have to) participate and speak for yourself in this Litigation and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer (at your own expense) instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 21 above—and specifically include a statement whether you and your counsel will appear at the Final Fairness 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 give up the rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant, the Related Entities, or any of the Released Persons about the legal issues in this Litigation that are released by the Settlement Agreement relating to the Incident.

### **GETTING MORE INFORMATION**

#### **27. How do I get more information?**

This notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at **[www.RefrescoDataBreach.com](http://www.RefrescoDataBreach.com)**, by calling 1-(844) 496-0920 or by writing to:

Refresco Data Breach Settlement  
c/o Settlement Administrator  
P.O. Box 25226  
Santa Ana, CA, 92799  
[info@RefrescoDataBreach.com](mailto:info@RefrescoDataBreach.com)

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE  
REGARDING THIS NOTICE**