IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

Alexander Cox, Andrew Eisele, Jacob Shimp, James Davis, Brandon Bartch, Alec Holcomb, Darren Sellars, and Carlos Lewis, *individually and on behalf of all others similarly situated*, Plaintiffs, v. The Cornwell Quality Tools Company, Defendant.	Case No. 2026CIV0649 Judge William F. Hutson

SETTLEMENT AND RELEASE

This agreement is made and entered into by and among the following Settling Parties:[1] Plaintiffs Alexander Cox, Andrew Eisele, Jacob Shimp, James Davis, Brandon Bartch, Alec Holcomb, Darren Robert Sellars, and Carlos Matthew Lewis, individually and on behalf of the Settlement Class, by and through Proposed Settlement Class Counsel, and Defendant The Cornwell Quality Tools Company ("CQT" or "Defendant") (together with Plaintiffs, the "Parties" or "Settling Parties"). The Parties now further memorialize their settlement in principle (the "Settlement") in the form of this settlement agreement (the "Settlement Agreement"). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

[1] All capitalized terms have the meaning given in this Settlement Agreement unless otherwise stated.

I. CASE HISTORY

Plaintiffs allege that between December 11, 2024 and December 22, 2024, an unauthorized third party gained access to certain of CQT's computer systems, which included personally identifiable information of Plaintiffs and the Settlement Class Members (the "Data Incident"). CQT became aware of the Data Incident on December 20, 2024. Specifically, Plaintiffs allege that at least the following categories of information were potentially compromised in the Data Incident: full names, Social Security numbers, and in very limited instances, financial account numbers, health insurance information, medical information, driver's license numbers, and credit/debit card numbers with CVC and/or expiration dates (collectively, "Private Information"). Notice of the Data Incident was sent to approximately 103,782 individuals beginning September 4, 2025.

On September 10, 2025, Plaintiff Alexander Cox filed a Class Action Complaint against Defendant relating to the Data Breach in the U.S. District Court for the Northern District of Ohio Cleveland Division, Case No. 1:25-cv-01913-DAP (Dkt. 1). Thereafter, Plaintiffs Andrew Eisele, Jacob Shimp, Leopoldo Manzo, James Davis, Brandon Bartch, and Alec Holcomb subsequently filed individual actions against Defendant. On October 23, 2025, the Court granted consolidation of the individual cases and appointed interim class counsel (Dkt. No. 10). Plaintiffs filed their Amended Consolidated Class Action Complaint against Defendant on November 24, 2025, asserting claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, and declaratory judgment/injunctive relief (Dkt. No. 13).

Since then, the Parties have engaged in negotiation discussions. Recognizing the potential benefits of early resolution, the Parties jointly requested a stay pending mediation, which the Court granted on January 8, 2026. The Parties conducted informal discovery and scheduled mediation before well-known mediator Bennett G. Picker, Esq. on March 26, 2026. The mediation was

successful, with the Parties agreeing to the material settlement terms. Observing that an Ohio state court would have jurisdiction over the class claims, Plaintiffs subsequently dismissed their federal court action without prejudice on May 22, 2026 and filed this Litigation. (Dkt. No. 16.) Plaintiffs refiled their Complaint in the Medina County Court of Common Pleas on June 26, 2026, simplifying the causes of action alleged to include negligence and breach of implied contract.

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against CQT and the Released Persons relating to the Data Incident, by and on behalf of Plaintiffs and the Settlement Class.

II. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in their Complaint, have merit. Nonetheless, Plaintiffs recognize and acknowledge the expense and length of the continued proceedings necessary to prosecute the Litigation against CQT through motions practice, trial, and potential appeals. Plaintiffs have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, particularly in complex class actions such as this. Proposed Settlement Class Counsel note they are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Proposed Settlement Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

CQT denies each and all of the claims and contentions alleged against it in the Complaint and Litigation. CQT also denies all charges of wrongdoing or liability as alleged, or which could

be alleged, in the Complaint and Litigation. Nonetheless, CQT has concluded that further conduct of the Litigation would be protracted and expensive and has considered the uncertainty and risks inherent in any litigation. CQT has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner, and upon the terms and conditions, set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, by and through Proposed Settlement Class Counsel, and CQT that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those persons who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 "Agreement" or "Settlement Agreement" means this agreement, exhibits, and the settlement embodied herein.

1.2 "Claim Form" means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.3 "Claims Deadline" means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as

90 days after the Notice Commencement Date.

1.4 "Class Representatives" means Plaintiffs Alexander Cox, Andrew Eisele, Jacob Shimp, James Davis, Brandon Bartch, Alec Holcomb, Darren Robert Sellars, and Carlos Matthew Lewis.

1.5 "Complaint" means the operative Class Action Complaint, filed in the Litigation on June 25, 2026.

1.6 "Costs of Settlement Administration" means all actual costs associated with or arising from administration of the settlement by the Settlement Administrator, including, without limitation: all expenses and costs associated with providing Notice, performing National Change of Address searches or skip tracing, processing Settlement Claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing Settlement Benefits and Settlement Payments. Costs of Settlement Administration shall also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement.

1.7 "Court" means the Court of Common Pleas, Medina County, Ohio.

1.8 "Defendant's Counsel" and "CQT's Counsel" means Christopher A. Wiech and Melissa M. Bilancini with Baker & Hostetler LLP.

1.9 "Effective Date" means the first date by which all events and conditions specified in Paragraph 9.1 herein have occurred and been met.

1.10 "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of litigation costs to be awarded by the Court to Proposed Settlement Class Counsel.

1.11 "Final Approval Hearing" means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to

Ohio Civ. R. 23(E) and whether to enter a Final Approval Order and Judgment.

1.12 "Final Approval Order and Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Settlement Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendant with prejudice, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, and satisfies the settlement-related provisions of Ohio Civ. R. 23 in all respects.

1.13 "Judgment" means a judgment rendered by the Court.

1.14 "Litigation" means the lawsuit filed in the Court captioned *Alexander Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026CIV0649.

1.15 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form of **Exhibit B** to this Settlement Agreement.

1.16 "Notice" means the manner of providing notice of this Settlement Agreement to the Settlement Class, as discussed in Paragraph 3.6.

1.17 "Notice Commencement Date" means 45 days after entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of initiating Notice, calculating the Claims Deadline, Opt-Out Deadline, and Objection Deadline, and calculating all other deadlines that flow from the Notice Commencement Date.

1.18 "Objection Deadline" means the date by which Settlement Class Members must mail or file any objection pursuant to Paragraph 5 for that objection to be valid. The postmark date

shall constitute evidence of the date of mailing for these purposes. The Objection Deadline shall be 60 days after the Notice Commencement Date.

1.19 "Opt-Out Deadline" means the date by which Settlement Class Members must mail any Opt-Out Request, pursuant to Paragraph 4, for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be 60 days after the Notice Commencement Date.

1.20 "Opt-Out Request" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from, or "opt out" of, the Settlement Class in the form and manner provided for in Paragraph 4 of this Agreement.

1.21 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

1.22 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement and ordering that Notice be provided to the Settlement Class.

1.23 "Proposed Settlement Class Counsel" or "Class Counsel" means Terence R. Coates of Markovits, Stock & DeMarco, LLC.

1.24 "Related Entities" means CQT's past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation.

1.25 "Released Claims" shall collectively mean any and all past, present, and future claims and causes of action related to the Data Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; violations of state privacy-protections; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; or failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages; injunctive relief; disgorgement; declaratory relief; equitable relief; attorneys' fees and expenses; pre-judgment interest; credit monitoring services; the creation of a fund for future damages; statutory damages; punitive damages; special damages; exemplary damages; restitution; and/or the appointment of a receiver; whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of: (1) the Data Incident; (2) the alleged theft or improper access to any Settlement Class Member's data; (3) any deficiencies in CQT's information security or duty by CQT to securely maintain a Settlement Class Member's data before or at the time of the events described in the Complaint; or (4) any other transactions, occurrences, facts or circumstances that were alleged in or otherwise described in, or could have been alleged or described in the Litigation that are related to the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement

Agreement and shall not include the claims of Settlement Class Members who have timely excluded them from the Settlement Class through the procedures outlined in Paragraphs 4.1 and 4.3.

1.26 "Released Persons" means CQT and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.27 "Service Award" or "Service Awards" means the amount of remuneration to be paid to Plaintiffs in recognition of their efforts on behalf of the Settlement Class as Class Representatives, in an amount to be ordered by the Court, as set forth in Paragraph 7.2.

1.28 "Settlement Administration" means the processing of Notice and the processing and distribution of Settlement Benefits to Settlement Class Members by the Settlement Administrator.

1.29 "Settlement Administrator" means Simpluris, a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation.

1.30 "Settlement Benefit" means any Settlement Payment, Identity Monitoring, and any other benefits Settlement Class Members receive pursuant to this Settlement, including non-monetary benefits and relief, the Fee Award and Costs, and Costs of Settlement Administration.

1.31 "Settlement Claim" means the process through which a Settlement Class Member can submit a Valid Claim to the Settlement Administrator identifying and, where applicable, providing documentation in support of the Settlement Benefits elected by the Settlement Class Member.

1.32 "Settlement Class" means all individuals within the United States whose Private

Information was potentially impacted by the Data Incident publicly announced by Defendant in September 2025, including all those who were sent a notice letter. The Settlement Class specifically excludes: (i) CQT, the Related Entities, and their respective officers and directors, and any entity in which Defendant has a controlling interest; (ii) all members of the Settlement Class who timely and validly submit an Opt-Out Request in conformity with Paragraph 4 herein; (iii) and all judges assigned to hear any aspect of this litigation, as well as their immediate family members; (iv) any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; 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 Data Incident or who pleads *nolo contendere* to any such charge.

1.33 "Settlement Class Member(s)" or "Class Member(s)" means all natural persons meeting the definition of the Settlement Class. The Parties estimate that the Settlement Class Members will include approximately 103,782 individuals.

1.34 "Settlement Payment" means any payment to be made under this Settlement Agreement to any Settlement Class Member who submits a Valid Claim pursuant to Paragraphs 2.1–2.3.

1.35 "Settlement Website" means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online.

1.36 "Short Notice" means the short form notice of the proposed class action settlement, substantially in the form shown in **Exhibit C** to this Settlement Agreement. The Short Notice will

direct recipients to the Settlement Website and Long Notice and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing.

1.37 "Tax and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned through this Settlement Agreement. CQT is not responsible for payment of any Tax and Tax-Related Expenses of any kind.

1.38 "United States" as used in this Settlement Agreement includes the District of Columbia and all territories.

1.39 "Valid Claims" means timely Settlement Claims submitted by Settlement Class Members that comply with all the terms of this Settlement Agreement.

2. Settlement Benefits

The Settlement shall be administered on a wholly claims-made basis, and to receive any Settlement Benefits, Settlement Class Members must submit a Valid Claim to the Settlement Administrator. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release all Released Claims against the Released Persons, be bound by this Agreement, and will not receive any settlement benefits.

2.1 Identity Monitoring: Settlement Class Members are eligible to receive two years of three-bureau CyEx Financial Shield monitoring and fraud protection with $1 million identity theft insurance ("Identity Monitoring").

2.2 Reimbursement for Documented Losses and Time Spent: In addition to Identity Monitoring, Settlement Class Members may submit a Settlement Claim for reimbursement up to

an individual aggregate cap of $5,000 for: (1) documented (excluding self-prepared documents), unreimbursed out-of-pocket losses that are fairly traceable to the Data Incident ("Ordinary Out-of-Pocket Losses"), and (2) lost time spent addressing the Data Incident at a rate of $20.00 per hour for up to three hours (*i.e.*, not to exceed $60.00 per Settlement Class Member), subject to an attestation by signature under penalty of perjury from the Settlement Class Member, as to how the time was spent, demonstrating that it was related to the Data Incident ("Time Spent"). Ordinary Out-of-Pocket Losses include: (i) documented out-of-pocket expenses such as: (a) bank fees, (b) long-distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; and (ii) documented fees for credit reports, credit monitoring, or other identity theft insurance products.

2.3 Alternative Cash Payment: In addition to Identity Monitoring but in lieu of submitting a Settlement Claim for reimbursement of Ordinary Out-of-Pocket Losses and Time Spent, Settlement Class Members may file a Settlement Claim for an alternative cash payment in the amount of $50.00 ("Alternative Cash Payment"). Settlement Class Members do not need to submit any supporting documentation or attestations to receive this alternative cash payment. Settlement Class Members who elect to receive this Alternative Cash Payment will not be eligible to recover any reimbursement for Ordinary Out-of-Pocket Losses or Time Spent.

2.4 Business Practice Enhancements. CQT represents that it implemented remedial security measures and prior to the final approval of the Settlement Agreement, upon request, will provide Settlement Class Counsel with a detailed summary of those cybersecurity enhancements. For a period of two years from the date of the Data Incident, CQT agrees to maintain certain data security procedures and business practices implemented since the Data Incident, including annual

internal and external penetration tests, to decrease the likelihood that a similar data incident will occur in the future.

2.5 Confirmatory Discovery. CQT has provided reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members and states of residence, the facts and circumstances of the Data Incident and CQT's response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members' Private Information.

2.6 Settlement Expenses. All Costs of Settlement Administration, described further under Paragraph 3, shall be paid by Defendant as set forth in Paragraph 3.4.

2.7 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all their rights are specifically preserved.

3. Settlement Approval and Publishing of Notice of Final Approval Hearing

3.1. Preliminary and final approval of the Settlement Agreement shall be sought in this Court.

3.2. As soon as practicable after the execution of the Settlement Agreement, Proposed

Settlement Class Counsel and CQT's Counsel shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of the Preliminary Approval Order.

3.3. The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.4. The Costs of Settlement Administration shall be paid by CQT as follows:

a) *Payment of Notice Costs:* Within 35 days after entry of the Preliminary Approval Order, CQT shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of mailing Notice. The Settlement Administrator must submit an invoice, payment instructions, and W-9 to CQT within 5 days after the Preliminary Approval Order to recover reasonable costs associated with printing and mailing Notice. If CQT does not receive this information within 5 days after the Preliminary Approval Order, the payments specified by this paragraph shall be made within 30 days after CQT receives this information.

b) *Payment of Remaining Costs of Settlement Administration*: Within 35 days after entry of the Effective Date, CQT shall pay or cause to be paid to the Settlement Administrator the remaining Costs of Settlement Administration. The Settlement Administrator must submit an invoice, payment instructions, and W-9 to CQT within 5 days after the Effective Date. If CQT does not receive this information within 5 days after the Final Approval Order, the payments specified by this paragraph shall be made within 30 days after CQT receives this information.

3.5. Fee Award and Costs for the Proposed Settlement Class Counsel and Service Awards to Plaintiffs as Class Representatives, as approved by the Court, shall also be paid by CQT, as described in Section 7.

3.6. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

a) *Class Member List*: No later than 10 days after entry of the Preliminary Approval Order, CQT shall provide the Settlement Administrator with the name, and last known physical address of each Settlement Class Member (where available) (collectively, the "Class Member List") that CQT possesses. The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List. Because the Class Member List will be provided to the Settlement Administrator solely for purposes of providing Notice and Settlement Benefits, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant and Defendant's Counsel and will ensure that any information provided to it by Settlement Class Members, Proposed Settlement Class Counsel, Defendant's Counsel, or Defendant will be secure and used solely for the purpose of effecting this Settlement Agreement. In particular, the Settlement Administrator will keep the Class Member List strictly confidential and will otherwise not disclose the Class Member List or the information contained therein to Proposed Settlement Class Counsel, Plaintiffs, or Settlement Class Members.

Settlement Administrator will delete the Class List once it is no longer necessary to effectuate this Settlement Agreement and, at the latest, by the Check Void Date.

b) *Settlement Website:* Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website which will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall be made available starting on the Notice Commencement Date and shall not be taken down until more than 90 days after the Check Void Date.

c) *Short Notice:* The Settlement Administrator will provide the Short Notice to the Settlement Class as follows:

   i. Beginning on Notice Commencement Date, with all re-mailing to be substantially completed within 30 days of the Notice Commencement Date, to all Settlement Class Members via mail to the postal address provided to the Settlement Administrator by CQT. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal

Service ("USPS") National Change of Address database to update any change of address on file with the USPS;

ii. In the event that subsequent to the first mailing of a Short Notice, and at least 14 days prior to the Opt-Out and Objection Deadlines, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within 7 days of receiving the returned Short Notice;

iii. In the event that subsequent to the first mailing of a Short Notice, and at least 14 days prior to the Opt-Out and Objection Deadlines, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within 7 days of ascertaining such information. This shall be the final requirement for mailing.

d) The Settlement Administrator shall be responsible for publishing on the Settlement Website, on or before the Notice Commencement Date, the Claim Form, Long Notice, Preliminary Approval Order, Settlement Agreement, Complaint, Motion for Preliminary Approval, Motion for Final Approval, Motion for Attorneys' Fees,

Costs, and Service Awards, and any other materials agreed upon by the Parties or required by the Court;

e) The Settlement Administrator shall be responsible for providing a toll-free help line made available to provide Settlement Class Members with additional information about the settlement from the period beginning on the Notice Commencement Date and ending 90 days after the Check Void Date. The Settlement Administrator also will provide copies of the Long Notice and Claim Form, as well as this Settlement Agreement, upon request; and

f) Plaintiffs shall file their motion for final approval of the Settlement and respond to any objections no later than 14 days before the original date set for the Final Approval Hearing. Contemporaneously with seeking final approval of the Settlement, Proposed Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice.

3.7. The Short Notice, Long Notice, Claim Form, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with the Court's Preliminary Approval Order.

3.8. Proposed Settlement Class Counsel and CQT's Counsel shall request that, after Notice is completed and the Claims Deadline has passed, the Court hold the Final Approval Hearing and grant final approval of the settlement set forth herein.

4. Opt-Out Request Procedures

4.1 Each Person wishing to opt out of the Settlement Class shall individually sign and

timely submit a written Opt-Out Request to the designated Post Office box established by the Settlement Administrator. The Opt-Out Request must: (a) contain the Settlement Class Member's full name, mailing address, telephone number, and email address (if any); (b) identify the case name and docket number — *Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026CIV0649; (c) be personally signed by the Settlement Class Member; and (d) clearly manifest the Person's intent to opt out of the Settlement Class. To be effective, the Opt-Out Request must be postmarked no later than 60 days after the Notice Commencement Date.

4.2 All Persons who submit valid and timely Requests for Exclusion, as set forth in Paragraphs 4.1 and 4.3, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not submit a valid and timely Opt-Out Request in the manner set forth in Paragraph 4.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 Mass or class requests to opt out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) the case name and docket number— *Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026CIV0649; (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice the objector received; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector

believes applicable and any supporting documents; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement of whether the objector and/or his or her counsel will appear at the Final Approval Hearing; (vii) a list of all persons who will be called to testify, including objector, at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and (ix) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. Class Counsel and/or CQT's Counsel may conduct limited discovery on any objector or objector's counsel.

5.2 To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Commencement Date, to the Settlement Administrator at the designated Post Office box. The objector or his or her counsel may also file objections with the Court, with service on Proposed Settlement Class Counsel, Terence R. Coates, Markovits, Stock & DeMarco, LLC, 119 East Court Street, Suite 530, Cincinnati, OH 45202, and CQT's Counsel, Christopher A. Wiech, Baker & Hostetler LLP, 1170 Peachtree Street, Suite 2400, Atlanta, GA 30309. The Settlement Administrator shall have the responsibility to provide all objections to the Court, Proposed Settlement Class Counsel, and CQT's Counsel within 7 days after the Objection Deadline.

5.3 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraphs 5.1 and 5.2 shall waive and forfeit all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of

Paragraphs 5.1 and 5.2. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Ohio Rules of Appellate Procedure and not through a collateral attack.

5.4 Any Settlement Class Member who opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, will be deemed to have opted-out and the objection will be overruled.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, stipulate and agree that, in connection with their release of the Released Claims, they intend to waive, and expressly shall have waived, the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code §1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Settlement Class Member, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but each Settlement Class Member, including Plaintiffs expressly shall have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

7. Class Counsel's Fee Award and Costs; Service Award to Plaintiffs

7.1 Plaintiffs and Class Counsel will move the Court for combined attorneys' fees, costs, and litigation expenses up to $500,000.00. CQT will pay the Fee Award and Costs, if any, as approved by the Court. CQT will in no circumstance be obligated to pay any additional amount or amount beyond $500,000.00 in Fee Award and Costs.

7.2 Plaintiffs and Class Counsel will also move the Court for a Service Award of $2,000.00 to each of the Plaintiffs as Class Representatives (in the aggregate $16,000.00). CQT will pay the Service Award, if any, as approved by the Court. CQT will in no circumstances be obligated to pay any additional amount or amount beyond $16,000 (in the aggregate) in Service Awards.

7.3 The Parties did not discuss or agree upon payment of Fee Award and Costs and Service Awards until after they agreed on all material terms of relief to the Settlement Class. Any Fee Award and Costs and Service Awards awarded by the Court shall be paid by Defendant to the

Settlement Administrator within 35 days after the Effective Date of Settlement. The Settlement Administrator must submit an invoice, payment instructions, and W-9 to CQT within 5 days after the Effective Date. If CQT does not receive this information within 5 days after the Effective Date, the payments specified by this paragraph shall be made within 30 days after CQT receives this information.

7.4 The Settlement Administrator will pay the Fee Award and Costs and Service Awards as set forth above, to an account established by Proposed Settlement Class Counsel. Such account shall be disclosed to the Settlement Administrator within 7 days after the Court has granted final approval.

7.5 The amount(s) of any Fee Award and Costs and Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. Proposed Settlement Class Counsel will file a fee petition at least 14 days before the Objection and Opt-Out Deadlines. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs and/or Service Award ordered by the Court to Proposed Settlement Class Counsel or Plaintiffs shall: (1) affect whether the Final Approval Order and Judgment is final; or (2) constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Settlement Claims

8.1 The Settlement Administrator shall administer the settlement described herein.

8.2 The Settlement Administrator will, in its sole discretion, determine the validity and timeliness of Settlement Claims. The Settlement Administrator may reject a Settlement Claim in part or in whole if it: (1) determines that the Settlement Claim is invalid for failure to show or document the requisite criteria for a Settlement Benefit; (2) determines that the Settlement Claim

was or was likely not submitted in a timely fashion; (3) cannot determine that the Settlement Claim was submitted by a Settlement Class Member; or (4) for any other reason consistent with this Settlement Agreement. The Settlement Administrator may, in its sole discretion, request that a Settlement Class Member provide supplemental information in support of a Settlement Claim, if the initial Settlement Claim is insufficient. To the extent that a Settlement Class Member fails to provide requested supplemental information within the requested time-period, the Settlement Administrator may determine that the Settlement Class Member failed to submit a Valid Claim and therefore reject that Settlement Claim.

8.3 Within 35 days after the Effective Date or as soon thereafter as the Settlement Administrator has completed its validity review as described in Paragraph 8.2, Defendant shall provide the Settlement Administrator funds sufficient to pay for the Identity Monitoring elected by Settlement Class Members and the total Settlement Payments in combination with all other costs contemplated by this Settlement Agreement. The timing set forth in this provision is contingent upon Defendant's receipt of an invoice, payment instructions, and W-9 from the Settlement Administrator within 5 days after the Effective Date. If Defendant does not receive this information within 5 days after the Effective Date, the payments specified by this paragraph shall be made within 30 days after CQT receives this information.

8.4 Within 56 days of the Effective Date (i.e., within 21 days of funding), the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely Settlement Claim for Identity Monitoring benefits with enrollment instructions for the Identity Monitoring. Identity Monitoring codes should be activated no later than 90 days after receipt.

8.5 For each Settlement Class Member from which the Settlement Administrator

receives a valid, completed, and timely Claim Form with correct payment elections and information, the Settlement Administrator shall disburse any monies due to that Settlement Class Member for the Settlement Payment within 56 days of the Effective Date (i.e., within 21 days of funding).

8.6 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within 90 days after the date of issuance (the "Check Void Date"). Settlement Payments may also be sent electronically if that method is elected by a Settlement Class Member. If a Settlement Class Member does not cash the check within 90 days, the Settlement Class Member shall receive no further Settlement Payment, including payment from the null and void check. If a check becomes void, the Settlement Class Member shall have until 90 days after the Check Void Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Class Member's right to receive monetary relief shall be extinguished, and there shall be no obligation to make Settlement Payments to the Class Member for expense reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 90 days after the Check Void Date, requests for re-issuance need not be honored after such checks become void.

8.7 The Settlement Administrator shall provide Proposed Settlement Class Counsel and CQT's Counsel with reports as to both Settlement Claims and distribution. Proposed Settlement Class Counsel and CQT's Counsel shall have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.8 All Settlement Class Members who fail to timely submit a Settlement Claim within

the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Final Approval Order and Judgment.

8.9 No Person shall have any claim against the Settlement Administrator, CQT, Proposed Settlement Class Counsel, Plaintiffs, and/or CQT's Counsel based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

a) the Court has entered the Preliminary Approval Order and Final Approval Order and Judgment; and

b) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Award made in this case shall not affect whether the Effective Date has occurred and whether the Judgment is final.

9.2 If all conditions specified in Paragraph 9.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 9.1 unless Proposed Settlement Class Counsel and CQT's Counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within 7 days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and CQT's Counsel a complete list of all timely and valid Requests for Exclusion (the "Opt-Out List"). Defendant shall retain the right, but not the obligation, to terminate this Settlement Agreement if 200 or more members of the Settlement Class object and/or opt out of the Settlement by notifying Settlement Class Counsel and the Court in writing within 10 days after receipt of the Opt-Out List. If Defendant voids the Settlement Agreement pursuant to this paragraph, Defendant shall only be obligated to pay the Costs of Settlement Administration already incurred.

9.4 In the event that the Settlement Agreement or the releases set forth in Paragraph 6 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc.* Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, CQT shall be obligated to pay amounts already billed or incurred for costs of Notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same

from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties: (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement Agreement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis and agree that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement, (i) is or may be deemed to be, or may be used as, an admission, or evidence, of the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be, or may be used as, an admission, or evidence, of any fault or omission of any of the Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Persons

may file the Settlement Agreement and/or the Final Approval Order and Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between CQT and Plaintiffs regarding the settlement of this Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between CQT and Plaintiffs in connection with the settlement of this Litigation. Except as otherwise provided herein, each party shall bear its own costs.

10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to another, notice shall be provided by email and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Plaintiffs or Proposed Settlement Class Counsel:	If to Defendant or Defendant's Counsel:
Terence R. Coates **Markovits, Stock & DeMarco, LLC** 119 East Court Street, Suite 530 Cincinnati, Ohio 45202 Telephone: (513) 651-3700 tcoates@msdlegal.com	Christopher A. Wiech **Baker & Hostetler LLP** 1170 Peachtree Street, Suite 2400 Atlanta, GA 30309 cwiech@bakerlaw.com

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.12 As used herein, "he or they" means "he, she, they, or it;" "his or theirs" means "his, hers, theirs, or its," and "him or them" means "him, her, them, or it."

10.13 All dollar amounts are in United States dollars (USD).

10.14 All agreements made and orders entered during the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed the Settlement Agreement.

[Signatures on the next page]

Proposed Settlement Class Counsel
(On Behalf of all Plaintiffs**)**

/s/
Terence R. Coates
Markovits, Stock & DeMarco, LLC

Plaintiff Alexander Cox

Plaintiff Andrew Eisele

Plaintiff Jacob Shimp

Plaintiff James Davis

Plaintiff Brandon Bartch

Plaintiff Alec Holcomb

Plaintiff Darren Sellars

Plaintiff Carlos Lewis

The Cornwell Quality Tools Company

By: _____

Its: _____

Defendant's Counsel

/s/
Christopher A. Wiech
Baker & Hostetler LLP

EXHIBIT

A

Your claim must be postmarked by: XXXXXXX

IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

Cox, et al. v. The Cornwell Quality Tools Company
Case No. 2026CIV0649

CQT

Claim Form

This Claim Form should be filled out online or submitted by mail if your Private Information was potentially impacted by the Data Incident publicly announced by Defendant in September 2025 (the "Data Incident"), including all those who were sent notice from The Cornwell Quality Tools Company ("Defendant" or "CQT"), and you would like to receive a Settlement Benefit.

You may be eligible to receive two (2) years of three-bureau CyEx Financial Shield monitoring and fraud protection with $1 million identity theft insurance and either: (1) reimbursement for time spent addressing the Data Incident (at a rate of $20.00 per hour for up to 3 hours) and documented out-of-pocket losses (with an individual aggregate cap of $5,000.00); or (2) an alternative cash payment of $50.00. Please note that if you choose to receive reimbursement for time spent or documented out-of-pocket losses, you are not eligible to receive the alternative cash payment. However, you are permitted to claim the Cyex Financial Shield subscription in combination with any of these benefits. **To receive a Settlement Benefit, you must complete and submit this Claim Form.**

Instructions: Please complete this Claim Form in its entirety and attach any required documentation. Submit your Claim Form online at www.Website.com or by mailing it to the Settlement Administrator at the address below. Claim Forms must be submitted online or postmarked by [Month XX, XXXX].

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. Please print legibly. You must notify the Settlement Administrator if your contact information changes after you submit this form. All fields are required.

First Name **Last Name**

Street Address

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

Phone Number **Email Address**

Your claim must be postmarked by: **XXXXXXX**	**IN THE COURT OF COMMON PLEAS** **MEDINA COUNTY, OHIO** *Cox, et al. v. The Cornwell Quality Tools Company* Case No. 2026CIV0649 **Claim Form**	**CQT**

II. REIMBURSEMENT FOR TIME SPENT AND DOCUMENTED OUT-OF-POCKET LOSSES

You may submit a claim for reimbursement of Lost Time and Documented Out-of-Pocket Losses up to an individual aggregate cap of $5,000.00 as follows:

(1) **Lost Time**: You may submit a claim for lost time spent dealing with the Data Incident ("Time Spent"), at a rate of $20.00 per hour for up to three (3) hours (*i.e.*, not to exceed $60.00), upon submission of a statement, attested by signature under penalty of perjury from you, as to how the time was spent, demonstrating that it was related to the Data Incident.

Examples – You spent time calling customer service lines, writing letters or emails, or on the Internet in order to get fraudulent charges reversed, updating automatic payment programs because your card number changed, or monitoring your credit reports and bank accounts for fraudulent activity.

I spent (circle one if applicable) 1 2 3 hours

Description of time spent:

_____
_____
_____
_____
_____

☐ I swear and affirm under penalty of perjury that I spent the amount of time noted above addressing the Data Incident.

(2) **Documented Out-of-Pocket Losses**: You may also submit a claim for reimbursement of documented (excluding self-prepared documents), unreimbursed out-of-pocket losses that are fairly traceable to the Data Incident. Out-of-Pocket Losses include: (i) documented out-of-pocket expenses such as: (a) bank fees, (b) long-distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; and (ii) documented expenses for credit reports, credit monitoring, or other identity theft insurance products.

☐ Check this box if you incurred Out-of-Pocket Losses as a result of the Data Incident.

Total amount for this category: $ _____

☐ Check this box to confirm that you have not already been reimbursed for these monetary losses.

All Out-of-Pocket Losses must be fairly traceable to the Data Incident.

Your claim must be postmarked by: XXXXXXX

IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

Cox, et al. v. The Cornwell Quality Tools Company
Case No. 2026CIV0649

CQT

Claim Form

Describe your Out-of-Pocket Losses below, including the date each loss was incurred, the amount, and its relation to the Data Incident.

Supporting documentation must be provided. Enclose or upload reasonable documentary proof of the Out-Of-Pocket Losses you believe are fairly traceable to the Data Incident. This does not include self-prepared documents. You may redact any transactions that are not relevant to your claim before sending in the documentation.

III. ALTERNATIVE CASH PAYMENT

You may elect to claim an Alternative Cash Payment in the amount of $50.00. If you select this option, you will not be eligible to recover any Time Spent or Out-Of-Pocket Losses.

If you wish to receive an alternative cash payment, check the box below.

☐ I would like to receive an Alternative Cash Payment of $50.00.

IF YOU SELECT THE CASH PAYMENT, YOU CANNOT RECEIVE ANY BENEFITS FOR TIME SPENT OR OUT-OF-POCKET LOSSES.

Your claim must be postmarked by: **XXXXXXX**	**IN THE COURT OF COMMON PLEAS** **MEDINA COUNTY, OHIO** *Cox, et al. v. The Cornwell Quality Tools Company* Case No. 2026CIV0649 **Claim Form**	**CQT**

IV. IDENTITY MONITORING SERVICES

You may elect to claim two (2) years of complimentary three-bureau CyEx Financial Shield monitoring and fraud protection with $1 million identity theft insurance services, check the box below.

☐ I would like to receive two (2) years of three-bureau identity monitoring and theft protection services.

V. PAYMENT OPTIONS

Please select from **one** of the following payment options. If you would like your payment to be delivered electronically, provide the email address and/or mobile phone number associated with your PayPal, Venmo, or Zelle account below. If you do not select any payment option, a check will be mailed to the address you provide.

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your account: __ __ __-__ __ __-__ __ __ __

Zelle - Enter the mobile number or email address associated with your account:

Mobile Number: __ __ __-__ __ __-__ __ __ __ or Email Address: _____

Physical Check - Payment will be mailed to the address you provided above.

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information supplied in/with this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

_____ Date: _____
Your signature MM DD YYYY

_____
Your name

Once you've completed all applicable sections, please submit this Claim Form with your supporting documentation on www.Website.com by [Month XX, XXXX] or print and mail this Claim Form and the required supporting documentation to the address provided below, postmarked by [Month XX, XXXX].

[Insert Settlement Administrator Address]

EXHIBIT

B

Notice of The Cornwell Quality Tools Company Data Incident Class Action Settlement

If you were sent notice from The Cornwell Quality Tools Company that your Private Information was potentially impacted in the Data Incident publicly announced by Defendant in September 2025, you could receive a benefit from a class action settlement.

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

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against The Cornwell Quality Tools Company ("Defendant" or "CQT"). The Settlement resolves claims brought by individuals impacted by a data incident that occurred in December 2024 and was publicly announced by Defendant in September 2025 (the "Data Incident").

- You may be eligible to receive two (2) years of three-bureau CyEx Financial Shield monitoring and fraud protection with $1 million identity theft insurance and either: (1) reimbursement for time spent addressing the Data Incident (at a rate of $20.00 per hour for up to 3 hours) and documented out-of-pocket losses (maximum payment of $5,000.00, inclusive of lost time); or (2) an alternative cash payment of $50.00. Please note that if you choose to receive reimbursement for time spent or documented out-of-pocket losses, you are not eligible to receive the alternative cash payment. To receive a Settlement Benefit, you must complete and submit a "Claim Form."

- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		**Deadline**
SUBMIT A CLAIM FORM	The only way to receive Settlement Benefits.	Online or Postmarked by _____.
EXCLUDE YOURSELF BY OPTING OUT	You receive no Settlement Benefits but preserve your right to sue, continue to sue, or be part of any other lawsuit against CQT or the Released Persons for the Released Claims resolved by this Settlement.	Postmarked by _____.
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement and/or Class Counsel's Fee Award and Costs or Service Awards should be approved. You can also ask to speak to the Court at the Final Approval Hearing on _____ about the fairness of the Settlement.	Filed orPostmarked by _____.

DO NOTHING	Receive no Settlement Benefits and be bound by the terms of the Settlement.	None.

- 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. Payments will be made if the Court approves the Settlement, after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because your Private Information was potentially impacted in the Data Incident. A group of similarly situated individuals brought a proposed class action lawsuit against CQT in 2025, alleging that CQT was negligent due to its data security practices. CQT denies the allegations and denies any liability or wrongdoing. The parties have now reached a proposed Settlement of the lawsuit.

A court authorized this Notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against CQT will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. Judge William F. Hutson of the Court of Common Pleas, Medina County, Ohio is in charge of this case. The case is *Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026CIV0649.

2. What is this lawsuit about?

This matter is a putative class action (the "Litigation") arising from the Data Incident whereby Plaintiffs allege that an unauthorized third party gained access to certain of CQT's computer systems between December 11, 2024 and December 22, 2024, which included certain Private Information of Plaintiffs and Settlement Class Members. The lawsuit asserts claims against CQT for alleged negligent data security practices.

Defendant denies any and all allegations of wrongdoing.

3. What is a class action?

In a class action, one or more individuals called "Class Representatives" sue on behalf of themselves and others who have similar claims. This group of individuals is called the "Class," and the individuals in the Class are called "Settlement Class Members" or the "Settlement Class." One court resolves the issues for all Settlement Class Members, except for those individuals who exclude themselves from the Class. The individuals who sued are called the Plaintiffs. The entity they sued—CQT—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can receive Settlement Benefits. The Class Representatives and Class Counsel believe the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT

5. Who is included in the Settlement?

The Settlement Class is defined as "all individuals within the United States whose Private Information was potentially impacted by the Data Incident publicly announced by Defendant in September 2025, including all those who were sent a notice letter."

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (i) CQT, the Related Entities, and their respective officers and directors, and any entity in which Defendant has a controlling interest; (ii) all members of the Settlement Class who timely and validly submit an Opt-Out Request in conformity with Paragraph 4 herein; (iii) and all judges assigned to hear any aspect of this litigation, as well as their immediate family members; (iv) any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; 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 Data Incident or who pleads *nolo contendere* to any such charge.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at [**Insert phone number**] or you can visit [**insert settlement website**] for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, CQT will pay for all Valid Claims made by Settlement Class Members. The Settlement also ensures that CQT will implement certain business practice enhancements aimed at further strengthening CQT's cybersecurity network.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for one or more of the following Settlement Benefits:

Identity Monitoring: Settlement Class Members may submit a claim for two (2) years of three-bureau CyEx Financial Shield monitoring and fraud protection with $1 million identity theft insurance ("Identity Monitoring").

Reimbursement for Documented Losses and Lost Time: In addition to Identity Monitoring, Settlement Class Members may submit a claim for reimbursement up to an individual aggregate cap of $5,000 for: (1) documented (excluding self-prepared documents), unreimbursed out-of-pocket losses that are fairly traceable to the Data Incident ("Out-of-Pocket Losses"), and (2) lost time spent addressing the Data Incident at a rate of $20.00 per hour for up to three hours (*i.e.*, not to exceed $60.00 per Settlement Class Member), subject to an attestation by signature under

penalty of perjury from the Settlement Class Member, as to how the time was spent, demonstrating that it was related to the Data Incident ("Time Spent").

Out-of-Pocket Losses include: (i) documented out-of-pocket expenses such as: (a) bank fees, (b) long-distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; and (ii) documented expenses for credit reports, credit monitoring, or other identity theft insurance products.

To receive compensation for Out-of-Pocket Losses, you must enclose or upload documentation sufficient to show: (a) the amount of unreimbursed loss that you suffered, and (b) why you believe that the loss is related to the Data Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but may be used to provide clarification, context, or support for other documentation. Self-prepared documents are not sufficient documentation to support your claim.

Alternative Cash Payment: In addition to Identity Monitoring, but in lieu of submitting a claim for reimbursement of Out-of-Pocket Losses and Lost Time, Settlement Class Members may submit a claim for an alternative cash payment in the amount of $50.00 ("Alternative Cash Payment"). Settlement Class Members do not need to submit any supporting documentation or attestations to receive this Alternative Cash Payment.

10. What am I giving up if I stay in the Settlement Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other Released Persons concerning the Released Claims resolved by this Settlement. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at www.[website].

HOW TO GET A PAYMENT – MAKING A CLAIM

11. How can I receive a payment?

You must complete and submit a Claim Form by [Month XX, XXXX]. Claim Forms may be submitted online at [Website] or printed from the Settlement Website and mailed to the address on the Claim Form.

Be sure to read the Claim Form instructions carefully, include all required information, and add your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

12. How much will my payment be?

All Settlement Class Members are entitled to request Identity Monitoring plus an Alternative Cash Payment of $50 or Reimbursement for Documented Losses and Lost Time. If you request Reimbursement for Documented Losses and Lost Time, the amount of your cash payment will depend on the approved amount of your claim (up to a total maximum of $5,000).

13. When will I receive my payment?

The Court will hold a Final Approval Hearing on [date] at [time] a.m. to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes Final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the "Settlement Website," www.[Website].

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed Terence R. Coates of Markovits, Stock & DeMarco, LLC as the attorney to represent the Settlement Class. This lawyer is called Class Counsel.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers and Class Representatives be paid?

Class Counsel has not yet received any payment for legal services or any reimbursement of the costs or out-of-pocket expenses incurred. Class Counsel plans to ask the Court to award attorneys' fees, costs, and expenses, as defined by the Settlement Agreement, not to exceed $500,000.00.

The Settlement Class is represented by seven named individuals (the "Class Representatives"). In addition to the Settlement Benefits that the Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—CQT has agreed to pay a Service Awards of $2,000.00 to each of the Class Representatives (in the aggregate $16,000.00) for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the Fee Award and Costs requested by Class Counsel and the proposed Service Awards to the Class Representatives. Class Counsel will file an application for Fee Award and Costs, and Service Awards no later than [insert date]. The application will be available on the Settlement Website [insert settlement website] or you can request a copy by contacting the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the Settlement Benefits, and you want to keep your right, if any, to sue Defendant or the Released Persons on your own about the Released Claims resolved by the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from— or "opting out" of—the Settlement Class.

You may opt out of the Settlement by [insert date]. To opt out, you must send a letter or postcard via U.S. mail to the address below. You must include the following in your letter or postcard:

- The name of this Litigation, or a decipherable approximation (*Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026 CIV0649;
- Your full name, mailing address, telephone number, and email address;
- The words "Requests for Exclusion" at the top of the document or a statement that you want to opt out of the Settlement; and
- Your personal signature.

You must mail your opt-out request via first-class U.S. Mail, postmarked no later than [insert date] to:

[Settlement Administrator Postal Address]

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Members and be bound by the Settlement, including all Releases.

18. If I am a Settlement Class Member and don't opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue the Defendant or other Released Persons for any of the Released Claims resolved by the Settlement, as set out in full in the Settlement Agreement.

19. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive any Settlement Benefits. You will not be bound by the Settlement, Releases in the Settlement Agreement, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement, you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and opt out, your objection will be voided and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You can't ask the Court to change the Settlement or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments or Identity Monitoring will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the "Final Approval Hearing," either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

If you object in writing, you must include:

- the objector's full name, mailing address, telephone number, and email address;
- the case name and docket number (*Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026CIV0649;
- documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice the objector received;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable and any supporting documents;
- the identity of any and all counsel representing the objector in connection with the objection;
- a statement of whether the objector and/or his or her counsel will appear at the Final Approval Hearing;
- a list of all persons who will be called to testify, including objector, at the Final Approval Hearing in support of the objection (if any);
- a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and
- the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Any objection must be mailed to the Settlement Administrator at [address] or filed with the Court through the Clerk of Courts, located at Medina County Courthouse, 225 East Washington St., Medina, OH 44256. The objection must be filed or postmarked no later than [deadline].

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at _____ a.m. on _____, at the state courthouse located at Medina County Courthouse, 225 E. Washington Street, Medina, Ohio 44256 before Judge William F. Hutson. At this hearing, the Court will consider: 1) whether the Settlement is fair, reasonable, and adequate; 2) Class Counsel's application for the Fee Award and Costs; and 3) whether to approve Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from individuals who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Be sure to check the Settlement Website, www.[Website], for updates. You can also access the case docket via the Court's website: https://medinacountyclerk.org/.

Class Counsel will file a motion for final approval of the Settlement by [insert date]. Objectors, if any, must file any response to Class Counsel's motion by [insert date].

23. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you object, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, telephone number, email address, and signature as well. You cannot speak at the hearing if you opt out from the Settlement Class.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not receive any Settlement Benefits, and you will not be able to sue the Defendant or other Released Persons for the Released Claims resolved by the Settlement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

This Notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at www.[Website].

27. How do I get more information?

Visit the Settlement Website, www.[Website], where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for Settlement Benefits.

Contact the Settlement Administrator, Simpluris, at [insert phone number] or by writing to [insert claims administrator], Attn: CQT Data Incident Settlement at:

[Settlement Administrator Address]

Contact Class Counsel at the following:

Terence R. Coates
Markovits, Stock & DeMarco, LLC
119 East Court Street, Suite 530
Cincinnati, Ohio 45202
tcoates@msdlegal.com

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

EXHIBIT

C

CQT Data Incident Settlement
c/o Settlement Administrator
[ADDRESS1]
[ADDRESS 2]

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

Notice of Data Incident
Class Action Settlement

A Settlement has been proposed in a class action lawsuit against The Cornwell Quality Tools Company and you may have a right to receive Settlement Benefits.

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>
<<BusinessName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>

WHY AM I RECEIVING THIS NOTICE?

A settlement has been reached in the lawsuit, *Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026CIV0649. The Settlement resolves claims brought by individuals impacted by a data incident publicly announced by Cornwell Quality Tools Company ("CQT") in September 2025 ("Data Incident"). You received this notice because CQT identified you as potentially impacted by the Data Incident ("Class Members").

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, CQT will pay for all Valid Claims made by Class Members, including Valid Claims for Identity Monitoring services (2 years of three-bureau monitoring services), Reimbursement for Documented Out-of-Pocket Losses (up to $5,000) and Lost Time (up to $60 at a rate of $20 per hour), or an Alternative Cash Payment of $50. For more information about the benefits available to Class Members, please visit www.Website.com. The Settlement also ensures CQT will maintain certain business practice enhancements, further strengthening its cybersecurity.

WHAT ARE YOUR RIGHTS AND OPTIONS?

How do I receive a Settlement Benefit? You must complete and submit a Claim Form by [**Month XX, XXXX**]. Claim forms may be submitted online at Website.com or printed from the Settlement Website and mailed to the address on the Claim Form. To receive a $50 Alternative Cash Payment and/or Identity Monitoring, you may also fill out and return the claim form attached to this notice.

What are my other options? If you do nothing, you will not receive any settlement benefits and will lose the right to sue CQT for claims related to the Data Incident. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by [**Month XX, XXXX**]. If you stay in the Settlement, you may object to it or ask for permission for you or your lawyer to appear and speak at the Final Approval Hearing—at your own cost—but you don't have to. Objections are due by [**Month XX, XXXX**]. More information about these options is available at Website.com.

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing in this case on _____ **2026** at [time]. The hearing will take place at the Medina County Court of Common Pleas. Changes to the time or date of the hearing will be posted to the Settlement Website.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement, Class Counsel's Fee Award and Costs in an amount up to $500,000.00, and Service Awards of $2,000.00 to each Class Representative, up to $16,000.00 total. You or your lawyer may appear at the hearing at your own expense.

Who are the Class Representatives? Alexander Cox, Andrew Eisele, Jacob Shimp, James Davis, Brandon Bartch, Alec Holcomb, Darren Robert Sellars, and Carlos Matthew Lewis are the plaintiffs and class representatives in this lawsuit. They have remained engaged in representing the class's interests during this Litigation and reviewed and approved of the terms of the proposed settlement.

Who are the Proposed Settlement Class Counsel? Class Counsel is Terence R. Coates of Markovits, Stock & De Marco, LLC, 119 E. Court Street, Suite 530, Cincinnati, OH 45202. Class Counsel has substantial experience handling class action lawsuits.

Do I have any obligation to Pay Fees and Costs? No. Class Counsel's Fee Award and Costs will be paid exclusively by CQT if approved by the Court. The attorneys' fees and expenses will be in an amount not to exceed $500,000.00. The motion for fees and costs will be posted on the Settlement Website after it is filed with the Court.

Where may I locate a copy of the Settlement Agreement, learn more about the case, or find more information about submitting a Claim? www.Websitecom**.** Please note that if you wish to submit a claim for reimbursement of documented out-of-pocket expenses or lost time, you will likely need to submit your Claim Form online so you may provide all information necessary to support your claim for benefits. If you only wish to receive payment for an Alternative Cash Payment and/or Identity Monitoring, the attached tear off Claim Form will suffice. A longer version of the Claim Form can be found on the Settlement Website.

This notice is a summary of the proposed settlement.

BRM
Postage

CQT Data Incident Settlement c/o
Settlement Administrator
Address
Address

< < B a r c o d e > > Class
Member ID: <<Refnum>>

CLAIM FORM

To submit a claim for Identity Monitoring and/or an Alternative Cash Payment, please complete the form below, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than _____ ___ 2026**. Please complete the Claim Form for each category of settlement benefits that you would like to claim. **You may claim one or both options.**

Note: Claims for Lost Time and Documented Out-of-Pocket Losses require either a separate attestation or supporting documentation and therefore must be submitted online at SettlementWebsite.com or mailed to the Settlement Administrator with a separate (longer) claim form printed from the Settlement Website.

Contact Information

Name_____

Email Address_____

Identity Monitoring

Please check the following box to confirm you would like to receive (at no cost) the identity monitoring and theft protection plan offered as part of the settlement, including 2 years of three-bureau CyEx Financial Shield with $1,000,000 in identity theft insurance: ☐

Alternative Cash Payment

Please check the following box to confirm you would like to receive a $50.00 alternative cash payment: ☐

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this Claim Form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature:_____ Date (mm/dd/yyyy): _____Print Name: _____

The deadline to submit this form is **[_____ ____], 202_** Questions? Visit www.SettlementWebsite.com or call (__) _____