SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is entered into by and between (i) Darin Johnson and Robert Willey ("Plaintiffs" or "Class Representatives"), individually and on behalf of the Settlement Class (defined below); and (ii) Nice-Pak Products, Inc. ("Nice-Pak") and Professional Disposables International, Inc. ("Professional Disposables") (collectively, "Defendants"), in the case titled *Johnson et al. v. Nice Pak Products, Inc. et al*, pending in the United States District Court for the Southern District of Indiana, Case No. 1:23-cv-01734 (the "Litigation"). Defendants and Plaintiffs are collectively referred to herein as the "Parties."

I. FACTUAL BACKGROUND AND RECITALS

1. Plaintiffs allege that, between May 28, 2023 and June 15, 2023, Defendants suffered a data breach incident which may have compromised the personally identifiable information ("PII") and protected health information ("PHI", and collectively with PII, "Private Information") of Defendants' current and former employees. On August 14, 2023, Defendants provided notice of the data breach incident to Plaintiffs and approximately 8,659 current and former U.S.-based employees whose Private Information may have been compromised. The notice included instructions for complimentary credit monitoring services.

2. On August 23, 2023, Plaintiff Johnson, individually, and on behalf of a putative class, filed an action against Nice-Pak in the Marion Superior Court, Marion County, Indiana, titled *Johnson v. Nice Pak Products, Inc.*, Case No. 49D01-2308-PL-033187. Nice-Pak removed that action to the United States District Court for the Southern District of Indiana on September 27, 2023, and Plaintiffs Johnson and Willey filed the operative Amended Complaint in this Litigation on November 30, 2023. Plaintiffs brought the following claims against Defendants: negligence, negligence per se, breach of an implied contract, unjust enrichment, bailment, and violation of the New York Deceptive Trade Practices Act. On June 5, 2025, the Court granted in part and denied in part Defendants' Motion to Dismiss, allowing Plaintiffs' negligence, negligence per se, and breach of implied contract claims to proceed.

3. On September 13, 2024, the Parties engaged in a Settlement Conference, but the Parties were unable to reach a settlement. Since that Settlement Conference, the Parties have engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties have carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement. After nearly a year of negotiations, the Parties succeeded in reaching agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation.

4. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

5. Defendants deny all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members (as defined below), or anyone else have asserted in this Litigation or may assert in

the future based on the conduct alleged in the Litigation. Despite Defendants' position that it is not liable for, and has meritorious defenses to, the claims alleged in the Litigation, Defendants desire to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

6. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

7. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

8. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

9. **"Approved Claims"** means complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

10. **"Claim Form"** means the form attached as **Exhibit C**, which Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

11. **"Claims Deadline"** means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date sixty (60) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

12. **"Class Counsel"** means Lynn A. Toops, and Amina A. Thomas of the law firm of Cohen & Malad, LLP, and Gary M. Klinger and David K. Lietz of the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC.

13. **"Counsel"** or **"Counsel for the Parties"** means both Class Counsel and Defendants' Counsel, collectively.

14. **"Court"** means United States District Judge James Patrick Hanlon, United States Magistrate Judge Crystal S. Wildeman, or any other Judge of the Southern District of Indiana presiding over this Litigation.

15. **"Dark Web Monitoring Services"** means three (3) years of CyEx Privacy Shield Pro to Participating Settlement Class Members under the Settlement.

16. **"Data Breach"** means the potential access of Private Information stored by Defendants by an unauthorized party as a result of a cyberattack between May 28, 2023 and June 15, 2023, and which is the subject of this Litigation.

17. "**Defendants"** means Nice-Pak Products, Inc. and Professional Disposables International, Inc.

18. **"Defendants' Counsel"** means Phillip R. Zimmerly and Tyler Moorhead of the law firm Bose Mckinney & Evans LLP and Carrie Dettmer Slye and Jennifer L. Brumfield of the law firm Baker & Hostetler LLP.

19. **"Effective Date"** means the date when the Settlement Agreement becomes Final.

20. **"Fee and Expense Application"** means the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys' fees, as well as Service Awards for the Class Representatives.

21. **"Final"** means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s).

22. **"Final Approval Hearing"** means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving Service Awards to the Class Representatives.

23. **"Final Approval Order"** means an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

(i) Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;

(ii) Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;

(iii) Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

(iv) Approves the Releases provided in Section VIII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;

(v) Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;

(vi) Reserves jurisdiction over the Settlement and this Settlement Agreement; and

(vii) Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

24. **"Frequently Asked Questions"** or **"FAQs"** are questions and answers to those questions that are frequently posed by class members about class action settlements and specifically about this Settlement.

25. **"Litigation"** means the action captioned *Johnson et al. v. Nice Pak Products, Inc. et al*, pending in the United States District Court for the Southern District of Indiana, Case No. 1:23-cv-01734.

26. **"Long Form Notice"** is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

27. **"Notice"** means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**. The Notice Deadline in this case will be thirty (30) days after the Preliminary Approval Order is entered.

28. **"Notice Deadline"** means the last day by which Notice must be issued to the Settlement Class Members, and will occur thirty (30) days after the Preliminary Approval Order is entered.

29. **"Notice and Administrative Expenses"** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing Settlement Checks to Participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

30. **"Objection Deadline"** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Settlement Class Member must be postmarked and sent to the Settlement Administrator and/or filed with the Court, which shall be designated as thirty (30) days after the Notice Deadline, or such other date as ordered by the Court.

31. **"Opt-Out Deadline"** means the date by which a written request to be excluded from the Settlement Class must be postmarked and sent to the Settlement Administrator and/or filed with the Court, which will be thirty (30)days after the Notice Deadline.

32. **"Participating Settlement Class Member"** means a Settlement Class Member who does not submit a valid request for exclusion prior to the Opt-Out Deadline.

33. **"Parties"** means Plaintiffs and Defendant, collectively.

34. **"Private Information"** includes both (1) any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means, including, without limitation, social security number, date of birth, and financial information; and (2) protected health information as defined by the Health Insurance Portability and Accountability Act of 1996, including but not limited to medical and health insurance information.

35. **"Plaintiffs"** or **"Class Representatives"** means the named class representatives, Darin Johnson and Robert Willey.

36. **"Preliminary Approval Order"** means the Court's Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice attached as **Exhibit D**.

37. **"Released Claims"** shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

38. **"Released Parties"** shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

39. **"Releasors"** shall refer, jointly and severally, and individually and collectively, to Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

40. **"Settlement**" means the settlement reflected by this Settlement Agreement.

41. **"Service Awards"** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement. The Service Awards requested in this matter will be $5,000 to each Plaintiff, subject to Court approval.

42. **"Settlement Administrator"** means, subject to Court approval, Simpluris, Inc., an entity jointly selected and supervised by Class Counsel and Defendants' Counsel to administer the settlement.

43. **"Settlement Class"** or **"Class"** means "All individuals in the United States who were sent a notice by Defendants informing them that their Personal Information was accessed without authorization in the Data Breach." Excluded from the Settlement Class are: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or Defendants' parents have a controlling interest, and Defendants' current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

44. **"Settlement Class List"** means a list of each Settlement Class Member's full name, current or last known email address, and current or last known address, which Defendants or Defendants' agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

45. **"Settlement Class Member"** means an individual who falls within the definition of the Settlement Class.

46. **"Settlement Payment"** means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator.

47. **"Settlement Website"** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until ninety (90) days after the Effective Date.

48. **"Short Form Notice"** is the short form notice of the proposed class settlement, substantially in the form attached as **Exhibit A.** The Short Form Notice will be emailed, to the extent email addresses are known, to each available Settlement Class Member, and mailed, if an email address is not known, as set forth in Paragraph 60.

III. SETTLEMENT BENEFITS

49. Subject to the terms of this Settlement Agreement, Defendants shall make available the following compensation to Settlement Class Members who submit valid and timely Claim Forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator.

(i) **Lost Time.** Settlement Class Members can make a claim for compensation for up to four (4) hours of lost time, compensable at a rate of $22.50 per hour ($90.00 total) for time spent to mitigate the potential effects of or to deal with the effects of the Data Breach, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, or monitoring accounts. To be valid, a claim for compensation for lost time must be supported by a written description of activities performed, and an attestation that the time claimed was reasonably related to responding to the effects of the Data Breach.

(ii) **Ordinary Expenses.** All Settlement Class Members who submit a valid claim using the Claim Form and supporting third-party documentation are eligible to submit a claim for recovery of ordinary expenses up to $450.00 that were incurred as a result of the Data Breach. Such expenses can include but are not limited to: professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges that were incurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class. This list of reimbursable documented ordinary is not meant to be exhaustive, but is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Breach or to mitigate the effects of the Data Breach. The Settlement Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Breach.

To be valid, a claim for reimbursement of Ordinary Expenses must be supported by third-party documentary evidence. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.

(iii) **Extraordinary Expenses.** All Settlement Class Members who submit a valid claim using the Claim Form and supporting third-party documentation, are eligible to submit a claim for reimbursement of up to $4,500.00 for proven monetary losses that meet the following conditions:

(i) the loss is an actual, documented and unreimbursed monetary loss caused by (A) misuse of the class member's personal information or (B) fraud or identity theft associated with the settlement class member's personal information; (ii) the loss was more likely than not caused by the Data Breach; (iii) the loss occurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class; and (vi) the loss is not already covered by the Lost Time (§ 49(i)) and Ordinary Expenses (§ 49(ii)) categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

To be valid, a claim for reimbursement of Extraordinary Expenses must be supported by third-party documentary evidence. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.

(iv) *Privacy Shield Pro.* Each Settlement Class member will automatically receive a code in their Notice which provides the ability to enroll in three years of Privacy Shield Pro, which includes the following features: Dark Web Watchlist, VPN In Touch, Password Defense, Private Search functionality, Digital Vault, and Data Broker Opt-Out services.

1. *Enrollment.* Instructions for how to enroll in the Privacy Shield Pro product will be sent within thirty (30) days of the Effective Date. The instructions will include the code for enrollment.

50. **Assessing Claims for Lost Time, Ordinary Expenses, and Extraordinary Expenses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Lost Time (§ 49(i)), Ordinary Expenses (§49(ii)), or Extraordinary Expenses (§ 49(iii)) but may consult with both Class Counsel and Defendants' Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

51. **Submission of Claim Forms.** Claim Forms must be signed with an ink or electronic signature and submitted to the Settlement Administrator by U.S. mail, or through the Settlement Website by the Claims Deadline. Any Settlement Class Member that does not submit a Claim Form by the Claims Deadline receive no monetary payment or Credit Monitoring Services. Claim Forms that are mailed shall be deemed to have been submitted on the date of the postmark on the envelope in which the Claim Form was enclosed. If no postmark is legible, then the Claim Form shall be deemed to have been submitted three business days prior to the date of its physical receipt of the Claim Form by the Settlement Administrator. Claim Forms that are submitted on-line through the Settlement Website shall be deemed to have been submitted on the receipt date reflected by the Settlement Administrator's records.

52. **Disputes.** To the extent the Settlement Administrator determines a claim for Lost Time, Ordinary Expenses, and Extraordinary Expenses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendants' Counsel in making such determinations.

53. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time, and any remaining funds from returned checks will be distributed to a cy pres recipient that is jointly proposed by the parties and approved by the Court.

54. **Uncashed Checks.** Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. Those Settlement Class Members whose cash benefit checks are not cleared within one-hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members; Any remaining funds from uncashed checks will be distributed to a cy pres recipient that is jointly proposed by the parties and approved by the Court.

55. **Settlement Expenses.** All Notice and Administrative Expenses as required under this Settlement Agreement shall be borne by Defendants. If the Court refuses to approve the

Settlement, then Defendants will be responsible for the settlement administration expenses incurred through the date of non-approval.

56. The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise, including, without limitation, the determination, administration, calculation or payment of any claims.

IV. PAYMENT SCHEDULE

57. Defendants shall pay costs sufficient to fund the Settlement as follows:

(i) Within twenty-one (21) days of: (a) entry of the Preliminary Approval Order; and (b) receipt of payment instructions, including the name and address for the payee, a form W-9 for the payee and the amount to be paid, Defendants shall pay all costs, in an amount estimated by the Settlement Administrator, associated with notifying the Settlement Class Members of this Settlement Agreement;

(ii) Within twenty-one (21) days of the Effective Date and provision of the amount for payment, Defendants shall provide the Settlement Administrator approved attorneys' fees, costs, expenses, and Service Awards for disbursement;

(iii) Within twenty-one (21) days of the Effective Date and provision of the amount for payment, Defendants shall pay to the Settlement Administrator an amount sufficient to satisfy the full amount of Approved Claims. To the extent claims are finally approved after the deadline for the initial payment, the Settlement Administrator shall send monthly statements to counsel for Defendants with additional amounts due to pay for Approved Claims, and Defendants shall pay those additional amounts within thirty (30) days of each monthly statement. Within thirty (30) days of the Effective Date or within thirty (30) days of the date that the claim is approved, whichever is later, the Settlement Administrator shall mail out payment for all valid claims.

V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

58. **Notice.** Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Short Form Notice shall be disseminated via electronic mail to all Settlement Class Members, to the extent email addresses are known. If an email address is not known for any Settlement Class Member, Notice to that Settlement Class Member shall be via U.S. mail, to the extent mailing addresses are known. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

59. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with Paragraph 61 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

60. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, the words "Request for Exclusion," and a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. To be effective, an opt-out must be postmarked by United States Postal Service or via verification through the settlement website on or before the Opt-Out Deadline.

61. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any), as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at the Final Approval Hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five (5) years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. A Settlement Class Member may withdraw his or her objections at any time. Any Settlement Class Member who has elected to opt-out may not submit objections to the settlement.

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

62. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

63. **Preliminary Approval.** Following execution of this Settlement Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the

Parties within seven (7) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

64. **Final Approval.** Within thirty fourteen (14) after the Objection Deadline, Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing.

65. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

66. **Modification.** The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

67. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Settlement Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

68. Defendants may, in their sole discretion, terminate this Settlement Agreement if more than 50 people of the total Settlement Class submit valid and timely requests to exclude themselves from the Settlement. If Defendants elect to terminate the Settlement pursuant to this Paragraph 68, they shall provide written notice to Class Counsel no later than ten (10) days after the Opt-Out Deadline.

69. **Effect of Termination.** In the event of a termination as provided in Paragraphs 67-68, this Settlement Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement or the Settlement, and the balance of any funds paid to fund the settlement shall be returned to Defendants within 30 days. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendants did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

VIII. RELEASES

70. Upon entry of the Final Approval Order, Releasors release, acquit, and forever discharge Defendants and Defendants' present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers and their reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Breach ("Released Parties") from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Breach, and conduct that was alleged or could have been alleged in the Litigation relating to the Data Breach, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Breach (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Breach.

71. With respect to any and all Released Claims, the Parties stipulate and agree that upon entry of the Final Approval Order, Releasors shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code§ 1542, which provides:

> **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.**

Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

72. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

73. **Mutual Understanding.** The Parties understand that if the facts upon which this Settlement Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Settlement Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Settlement Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

74.

75. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendants or based on any actions taken by any of the Released Parties that are authorized or required by this Settlement Agreement or by the Final Approval Order. Likewise, Defendants and Defendants' representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against the Settlement Class Representatives and Class Counsel or based on any actions taken by the Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

IX. SERVICE AWARD PAYMENTS

76. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application that will include a request for a Service Award payment for each Settlement Class Representative in recognition for his contributions to this Litigation not to exceed $5,000. The Settlement Administrator shall make the Service Award payment to the Settlement Class Representative. Such Service Award payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

77. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of a Service Award in the amount requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Settlement Agreement.

X. ATTORNEYS' FEES, COSTS, EXPENSES

78. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees and litigation expenses not to exceed $200,000.00 (the "Fee Award and Expenses"). Prior to the disbursement or payment of the Fee Award and Expenses under this Settlement Agreement to the Cohen & Malad, LLP Trust Account, Cohen & Malad, LLP shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Expenses shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

79. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Settlement Agreement.

XI. NO ADMISSION OF LIABILITY

80. **No Admission of Liability.** The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

81. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendants in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

XII. MISCELLANEOUS

82. **Integration of Exhibits.** The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Settlement Agreement.

83. **Entire Agreement.** This Settlement Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

84. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

85. **Construction.** For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that this Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

86. **Cooperation of Parties.** The Parties to this Settlement Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Settlement Agreement.

87. **Non-Disparagement**. The Class Representatives and the Settlement Class for themselves and on behalf of their agents, attorneys, employees, contractors, representatives, officers, directors, divisions, suppliers, parents, subsidiaries, affiliates, assigns, beneficiaries, successors, predecessors, accountants, and shareholders, each in their respective capacities as such, shall agree not to publicly disparage Defendants or take any action designed to harm the public perception of Defendants regarding any issue that may result from, arise out of, are based on, or relate in any way to the practices and claims that were alleged in the Litigation.

88. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

89. **Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Indiana, without regard to the principles thereof regarding choice of law.

90. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

91. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Lynn A. Toops
Amina A. Thomas
Cohen & Malad, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
ltoops@cohenandmalad.com
athomas@cohenandmalad.com

Gary M. Klinger
David K. Lietz
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
227 W. Monroe St., Suite 2100
Chicago, IL 60606
gklinger@milberg.com
dlietz@milberg.com
vmaniatis@milberg.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Philip R. Zimmerly
Tyler Moorhead
BOSE MCKINNEY & EVANS LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
PZimmerly@boselaw.com
TMoorhead@boselaw.com

Carrie Dettmer Slye
Jennifer L. Brumfield
BAKER & HOSTETLER LLP
312 Walnut Street, Ste. 3200
Cincinnati, OH 45202
cdettmerslye@bakerlaw.com
jbrumfield@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice.

92. **Authority.** Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

93. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Settlement Agreement or Settlement.

94. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

95. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

AS AGREED BY THE PARTIES BY THEIR SIGNATURES BELOW:

Darin Johnson

_____

_____

Date

Robert Willey

08/08/2025

Date

Nice-Pak Products, Inc.

By:

_____

Signature

_____

Title

_____

Date

Professional Disposables International, Inc.

By:

_____

Signature

_____

Title

_____

Date

Darin Johnson

Signed by:
Darin Johnson
54C4D2116ED943C...

8/8/2025

Date

Robert Willey

Date

Nice-Pak Products, Inc.

By: DocuSigned by:
9B6E71CC20F34F6...

Signature

CEO

Title

8/7/2025 | 9:26 AM PDT

Date

Professional Disposables International, Inc.

By:

Signature

Title

Date

Darin Johnson

_____

Date

Robert Willey

_____

Date

Nice-Pak Products, Inc.

By:

_____

Signature

_____

Title

_____

Date

Professional Disposables International, Inc.

By: Signed by:

_____

4926944D23D3492...

Signature

Chief Legal Officer

Title

8/7/2025 | 2:59 PM EDT

Date

Exhibit A

Postcard Notice

LEGAL NOTICE

IF YOU WERE NOTIFIED OF A DATA BREACH INVOLVING NICE-PAK ON OR ABOUT AUGUST 14, 2023, YOU MAY BE ENTITLED TO BENEFITS FROM A SETTLEMENT.

A federal court authorized this Notice.

(8XX) XXX-XXXX
www.URL.com

Nice Pak Settlement Administrator
P.O. Box XXXXX
XXXXXX

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»
Postal Service: Please do not mark barcode

«ClassMemberID»
«First1» «Last1»
«co»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

A settlement has been proposed in a class action lawsuit against Nice-Pak Products, Inc. ("Nice-Pak") and Professional Disposables International, Inc. ("Professional Disposables") (collectively, "Defendants") relating to a May/June 2023 data breach which may have compromised the personally identifiable information ("PII") and protected health information ("PHI", and collectively with PII, "Private Information") of Defendants' current and former employees.). Defendants deny all allegations of wrongdoing or liability.

Who is included? Defendants' records indicate that you are included in the Settlement Class. The Settlement Class includes all individuals in the United States who were sent a notice by Defendants informing them that their Personal Information was accessed without authorization in the Data Breach ("Settlement Class").

What does the Settlement provide? The Settlement provides Settlement Class Members with the right to claim (1) Documented Ordinary Out-of-Pocket Losses (up to $450), (2) up to 4 hours of lost time reimbursed at $22.50 per hour; (3) Documented Extraordinary Losses up to $4500, and; (4) three years of CyEx Privacy Shield Pro.

How do I get benefits? You must complete and submit a Claim Form by **DATE**. Claim Forms are available and may be filed online at **www.URL.com**. Claim Forms also may be printed from the Settlement Website or requested by calling the Settlement Administrator and submitted by mail postmarked by **DATE**.

What are my other options?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money. You must submit a Claim to get money and credit monitoring.
- **Exclude Yourself:** You may submit a written request to exclude yourself from this Settlement by [Opt-Out Date]. You will get no Settlement benefits, but keep your right to file your own lawsuit against the Defendants.
- **Object**: You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [Objection Date].

Detailed instructions on how to file a Claim, get additional credit monitoring, exclude yourself from the Settlement or object are on the Settlement Website at www.xxxxxxxxxxxx.com.

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing in this case (*Johnson et al. v. Nice Pak Products, Inc. et al*, Case No. 1:23-cv-01734) on **DATE, 2025, at X:XX p.m**. at the United States District Court for the Southern District of Indiana or by remote means. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel's request for up to $200,000 in combined attorneys' fees and expenses; and (3) a $5000 Service Award to each Class Representative. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

This is only a summary of the settlement. For more information, visit URL or call (XXX)XXX-XXXX.

Exhibit B

Long Form Notice

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

The Honorable Patrick James Hanlon of the United States District Court for the Southern District of Indiana is overseeing this class action. The lawsuit is known as *Johnson et al. v. Nice Pak Products, Inc. et al,*, Case No. 1:23-cv-01734 ("lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and/or "Class Representatives" and the companies sued, Nice-Pak Products, Inc. and Professional Disposables International Inc., are called the "Defendants."

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against Defendants on behalf of themselves and all others similarly situated involving a Cybersecurity Incident suffered by Defendants where cybercriminals potentially accessed Defendants' systems containing, individuals' Private Information, on or about May 28, 2023 through June 15, 2023. The Private Information includes sensitive information including, but not limited to, names, Social Security numbers, financial account information, and medical information. Plaintiffs allege negligence, negligence per se, and breach of implied contract.

Defendants deny the legal claims and deny any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendants, or that any law has been violated. Instead, the Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is this lawsuit a class action?

In a class action, one or more people (called Class Representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

The Class Representatives in this lawsuit are Darin Johnson and Robert Willey.

4. Why is there a Settlement?

The Plaintiffs and Defendants do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Defendants have agreed to settle the lawsuit. The Class Representatives, Defendants, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are an individual who was notified that your Private Information was potentially compromised in the May and June 2023 Cybersecurity Incident.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (i) Defendants and Defendants' parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendants have a controlling interest; (ii) all individuals who make a timely election to be excluded from this settlement using the correct protocol for opting-out; (iii) 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; (iv) the lawyers representing the Parties in the lawsuit; (v) all judges assigned to hear any aspect of the lawsuit, as well as their court staff and immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Cybersecurity Incident, or who pleads *nolo contendere* to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.XXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a timely and valid Claim Form for the following Settlement benefits:

Lost Time

You may submit a timely and valid Claim Form with documentation for lost time for up to four hours of time (at a rate of $22.50 per hour) for time spent to mitigate the potential effects of or to deal with the effects of the Data Breach, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, or monitoring accounts. To be valid, a claim for compensation for lost time must be supported by a written description of activities performed, and an attestation that the time claimed was reasonably related to responding to the effects of the Data Breach.

Expense Reimbursement

You may submit a timely and valid Claim Form with documentation for expenses related to the Cybersecurity Incident for up to $450 per Settlement Class Member for Ordinary Expenses and $4,500 per Settlement Class Member for Extraordinary Expenses.

Ordinary Expenses include out-of-pocket expenses such as professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges that were incurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class.

Extraordinary Expenses are losses incurred as a result of the Data Breach, such as losses caused by a misuse of the personal information or fraud or identity theft.

Documentation can include receipts or other documentation not "self-prepared" by you that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves,

insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Privacy Shield Pro: As a Class Member, you are automatically entitled to enroll in the Privacy Shield Pro product.

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

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

10. What are the Released Claims?

Section 8 of the Settlement Agreement describes the Releases, Released Claims, and Released Persons, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Persons and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Claims Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

Johnson et al. v. Nice Pak Products, Inc. et al.
Claims Administrator
PO Box XXXX
City, State XX2XX-XXXX

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by writing to:

Johnson et al. v. Nice Pak Products, Inc. et al
Claims Administrator
PO Box XXXX

City, State XXXX-XXXX

13. When will I receive my Settlement benefits?

If you submit a timely and valid Claim Form, the Settlement benefits will be provided after the Settlement is approved by the Court and becomes final.

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

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, LLC and Lynn A. Toops and Amina A. Thomas of Cohen & Malad, LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

15. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys' fees and case expenses of $200,000, to be paid by Defendants. Class Counsel will also ask the Court to approve a service award of $5,000 each for the Class Representatives for participating in this lawsuit and for their efforts in achieving the Settlement. The Court may award less than these amounts. If awarded by the Court, Defendants will pay the attorneys' fees, costs, and expenses, and the service award directly.

Class Counsel's motion for attorneys' fees, costs, and expenses, and the service award will be made available on the settlement website at www.XXXXXXXXXXX.com before the deadline for you to comment or object to the Settlement.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Persons on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting-out" of—the Settlement.

16. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

1) Your name, address, telephone number, and email address (if any);
2) Your personal physical signature; and
3) A statement that you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the Settlement Class in *Johnson et al. v. Nice Pak Products, Inc. et al.*"

The exclusion request must be **mailed** to the Claims Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Johnson et al. v. Nice Pak Products, Inc. et al.

Claims Administrator
PO Box XXXX
City, ST XXXX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted.

17. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

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

No. Unless you opt-out, you give up any right to sue any of the Released Persons for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Persons about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs, and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs, and expenses.

To object, you must mail a written objection **postmarked** by **MONTH DD, 20YY**, to Class Counsel and Defendant's Counsel stating you object to the Settlement in *Johnson et al. v. Nice Pak Products, Inc. et al,.*, Case No. 1:23-cv-01734.

To submit an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

1) Your full name, address, telephone number, and email address (if any);
2) The case name and case number;
3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of the original notice of the Cybersecurity Incident);
4) A written statement of all grounds for the objection, accompanied by any legal support for the objection you believe to be applicable;
5) The identity of all lawyers representing you in connection with the objection;
6) The number of times you or your attorneys have objected to a class action settlement within the last five years, and for each, the caption of each case in which you or your attorneys have made such an objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
7) A statement identifying all persons who will be called to testify at the Final Approval hearing in support of the objection (if any);

8) A statement whether you and/or your lawyer will personally appear at the Final Fairness Hearing; and
9) Your signature or the signature of your duly authorized lawyer or other duly authorized representative.

To object, your written objection must include all of the information above, must be postmarked by **MONTH DD, 20YY**, and sent by U.S. mail to Class Counsel and Defendants' Counsel by **MONTH DD, 20YY**, at the following addresses:

CLASS COUNSEL	DEFENDANTS' COUNSEL
Gary M. Klinger, Esq. **MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC** 221 West Monroe Street, Suite 2100 Chicago, IL 60606	Carrie Dettmer Slye **BAKER & HOSTETLER LLP** 312 Walnut Street, Ste. 3200 Cincinnati, OH 45202

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE FINAL FAIRNESS HEARING

The Court will hold a "Final Fairness Hearing" to decide whether to approve the Settlement and attorneys' fees, costs, and expenses, and service award. You may attend and you may ask to speak if you submit an objection by the deadline, but you do not have to.

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

The Court will hold a Final Fairness Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Patrick James Hanlon, 46 East Ohio Street, Indianapolis, IN 46204. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses, and the service award to the Class Representatives.

If there are objections that were submitted by the deadline, the Court will consider them. If you submit a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Final Fairness Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the settlement website www.XXXXXXXXX.com to confirm the date and time of the Final Fairness Hearing have not changed.

22. Do I have to attend the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection, you do not have to attend the Final Fairness

Hearing to speak about it. As long as you submit your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Fairness Hearing?

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

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed above—and specifically include a statement whether you or your lawyer will appear at the Final Fairness Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the "Exclude Yourself or Opt-Out from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Persons about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Cybersecurity Incident.

GET MORE INFORMATION

25. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Johnson et al. v. Nice Pak Products, Inc. et al.
Claims Administrator
PO Box XXXX
City, State 972XX-XXXX

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE.

If your Private Information was potentially compromised in the Cybersecurity Incident involving Nice-Pak Products, Inc. that took place in May and June 2023, and you were sent notice, you may be entitled to benefits from a Settlement.

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

- A settlement has been reached in a class action lawsuit against Nice-Pak Products, Inc. and Professional Disposables International, Inc. ("Defendants") involving a Cybersecurity Incident suffered by Defendants where cybercriminals potentially accessed Defendants' systems containing, individuals' Private Information, between May 28, 2023 and June 15, 2023. The Private Information may include sensitive information including, but not limited to, names, Social Security numbers, financial account information, and medical information. Plaintiffs allege negligence, negligence per se, and breach of implied contract.
- The Settlement Class includes all individuals who were notified that their Private Information was potentially compromised in the May and June 2023 Cybersecurity Incident.
- If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement benefits:

  Expense Reimbursement: You may submit a Claim Form and provide supporting documentation for unreimbursed losses related to the Cybersecurity Incident for up to $4,500 per Settlement Class Member for Extraordinary Losses and $450 for Ordinary Losses;
  AND
  Lost Time Reimbursement: You may submit a Claim Form and provide supporting documentation for compensation for up to four (4) hours of lost time at a rate of $22.50 per hour;
  AND
  CyEx Privacy Shield ProCredit: In addition to the Expense Reimbursement, you may also enroll in Privacy Shield Pro, which includes the following features: Dark Web Watchlist, VPN In Touch, Private Search functionality, Password Defense, Digital Vault, and Data Broker Opt-Out services.

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

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: **MONTH DD, 20YY**
Exclude Yourself	Get no Settlement benefits. Keep your right to file your own lawsuit against the Released Persons about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: **MONTH DD, 20YY**
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: **MONTH DD, 20YY**
Do Nothing	Get no Settlement benefits. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys' fees, costs, and expenses, and service awards. No Settlement benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

Exhibit C

Claim Form

NICE-PAK CLAIM FORM

The easiest way to submit a Claim is online at www.xxxxxxxxxxxxxxxxx.com, or you can complete and mail this Claim Form to the mailing address below.

Claims Administrator
Johnson et al. v. Nice Pak Products, Inc. et al,
c/o Admin
PO Box [number]
City, ST 10000-XXXX

To receive MONETARY benefits, you must submit the Claim Form below by [Claims Deadline]

Please read the Claim Form carefully and answer all questions. Failure to provide the required information could result in a denial of your Claim.

Please note: the Claims Administrator may contact you to request additional documentation to process your claim. For more information and complete instructions, please visit **www.xxxxxxxxxxxxxx.com**.

Settlement benefits will be distributed only after the Settlement is approved by the Court.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

_____ _____
First Name **Last Name**

_____
Street Address

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

_____ @ _____ (___ ___ ___) ___ ___ ___ - ___ ___ ___ ___
Email Address (optional) **Telephone Number**

II. CREDIT MONITORING AND IDENTITY THEFT PROTECTION

All Settlement Class Members may claim three years of free Privacy Shield Pro, which includes the following features: Dark Web Watchlist, VPN In Touch, Password Defense, Private Search functionality, Digital Vault, and Data Broker Opt-Out services.

☐ I wish to claim Privacy Shield Pro services.

III. REIMBURSEMENT FOR LOST TIME

All Settlement Class Members who have spent time dealing with the Data Incident may submit a Claim for up to four (4) hours for lost time at a rate of $22.50 per hour.
Hours claimed (up to 3 hours – check one box) □ 1 Hour □ 2 Hours □3 Hours □4 Hours

☐ I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident and not incurred due to some other event or reason.

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident. **Check all activities, below, that apply.**

☐ Calling bank/credit card customer service lines regarding fraudulent transactions.

☐ Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.

☐ Time on the internet verifying fraudulent transactions.

☐ Time on the internet updating automatic payment programs due to new card issuance.

☐ Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.

☐ Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.

☐ Other. Provide description(s) here: _____

_____

IV. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Settlement Class Members may submit a Claim for reimbursement of the following **documented** out-of-pocket expenses, not to exceed, per Class Member, $450 for ordinary out-of-pocket expenses that are were incurred as a result of the Data Incident and $4,500 for extraordinary expenses associated with identity theft or fraud incurred as a result of the Data Incident :

□ Ordinary Out-of-Pocket Expenses incurred as a result of the Data Incident, including long distance phone charges, cell phone charges (only if charged by the minute), Internet usage charges (if charged by the minute or incurred solely as a result of the Data Incident), professional fees including attorneys' fees, accountants' fees, and fees for credit monitoring
Services and/or fraud resolution services incurred between May 28, 2023 and [Claims Deadline].

Description (with date and amount(s)):_____

_____

□ Reimbursement for proven Extraordinary Out-of-Pocket Expenses, which are documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Incident incurred between May 28, 2023 and [Claims Deadline].

Description (with date and amount(s)):_____

_____

YOU MUST SUBMIT DOCUMENTATION OF YOUR OUT-OF-POCKET EXPENSES

☐ I attest and affirm to the best of my knowledge and belief that any claimed expenses were incurred as a result of the Data Incident between May, 28, 2023 and [Claims Deadline] and not incurred due to some other event or reason.

V. PAYMENT SELECTION

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ Venmo – Enter the mobile number associated with your Venmo account:_____

☐ Zelle – Enter the mobile number associated with your Zelle account:_____

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

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the State of Indiana that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

_____ _____/ _____ _____/ _____ _____ _____ _____

Signature Date

_____

Printed Name