

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA, CASE NO. 63-CV-2025-900067

Ryan, et al., v. Peco Foods Inc.

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

If You Were Subject to the Peco Foods Inc. Data Breach and Previously Received a Notice Letter Regarding the Data Breach, You Could be Entitled to Benefits from a Class Action Settlement.

- A \$950,000.00 (“Settlement Fund”) settlement has been reached in a class action lawsuit against Peco Foods Inc. (“Peco” or “Defendant”) related to a Data Breach.
- The lawsuit concerns a Data Breach that occurred on or around December 4, 2023 (“Data Breach”) involving Peco in which an unauthorized third-party accessed the Personal Identifiable Information (“PII”) of Plaintiffs and Settlement Class Members. Defendant denies any wrongdoing and denies that it has any liability, but it has agreed to settle the lawsuit on a class wide basis.
- To be eligible to make a Claim, you must be an individual U.S. resident whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024.
- Settlement Class Members will be eligible to receive a Residual Cash Payment and Credit Monitoring Services and may be eligible to claim both “Ordinary” Out-of-Pocket Losses, or “Extraordinary” Losses and Attested Time.
- These benefits are as follows:
 - **Ordinary Out-of-Pocket Losses:** Reimbursement for unreimbursed losses or expenses up to \$1,000.00 per person, requiring an attestation and supporting documentation;
 - **Extraordinary Losses and Attested Time:** Reimbursement for unreimbursed losses or expenses up to \$5,000.00 per person, requiring an attestation and supporting documentation. Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 10 hours of time spent remediating issues related to the Data Breach at a rate of \$40.00 per hour;

In addition to or in the alternative to

- **Residual Cash Payment:** All Settlement Class Member may elect to receive a Residual Cash Payment, which may be up to \$550. These Cash Payments will be calculated by dividing the remaining funds, after payment of Credit Monitoring Services, Out-of-Pocket Losses, Claims Administration costs, Service Awards, and attorneys’ fees and costs approved by the Court, and thus may be less than \$550.
- **Credit Monitoring Services:** A Settlement Class Member may also elect to submit a claim for three years of triple bureau credit monitoring. Settlement Class Members must file a claim form

that selects Credit Monitoring Services to obtain this benefit.

- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights
Submit a Claim Form By: November 9, 2026	The only way to receive a Residual Cash Payment, Credit Monitoring, Ordinary Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses.
Exclude Yourself By Opting-Out of the Class By: October 12, 2026	Receive no benefits. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.
Object to the Settlement and/or Attend the Final Approval Hearing By: October 12, 2026	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on December 14, 2026 about the fairness of the Settlement, with or without your own attorney.
Do Nothing No Deadline	Receive no benefits. You give up rights if you are a Settlement Class Member.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

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BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Circuit Court of Tuscaloosa County, Alabama, is overseeing this case captioned as *Ryan, et al., v. Peco Foods Inc.*, Case No. 63-CV-2025-900067. The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs are Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell. The entity being sued, Peco Foods Inc., is called the Defendant.

2. What is this lawsuit about?

The lawsuit concerns a Data Breach that occurred on or around December 4, 2023 involving Peco Foods Inc. (“Peco” or “Defendant”) in which an unauthorized third-party accessed the Personal Identifiable Information (“PII”) of Plaintiffs and Settlement Class Members.

Defendant denies these claims, including denying that it did anything wrong and denying that the Incident caused any harm to any Representative Plaintiffs and the Settlement Class Members whose personal data may have been accessed or acquired in that incident. No court or other judicial entity has made any judgment, finding, or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who opt-out of the Settlement.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Settlement Class Member if you reside in the United States and received written notice from the Defendant that your PII may have been compromised in the Data Breach.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) the Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Peco; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-855-557-9411 with questions. You may also write with questions to:

Peco Claims Administrator
P.O. Box 1828
Baton Rouge, LA 70821
info@PecoFoodsDataSettlement.com

THE SETTLEMENT CLASS BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendants will pay \$950,000.00 for the following: (a) Reimbursement for "Ordinary" Out-of-Pocket Losses, which compensates Settlement Class Members up to \$1,000.00 for unreimbursed losses; (b) Reimbursement for "Extraordinary" Losses and Attested Time, which compensates Settlement Class Members up to \$5,000.00 for unreimbursed losses related to identity theft, fraud, or other extraordinary losses, (c) three years of Credit Monitoring; (d) Residual Cash Payment to all Settlement Class Members who submit a Valid Claim; (e) all Claims Administration costs; (f) any attorneys' fees and cost awarded by the Court to Class Counsel; and (g) any Service Awards awarded by the Court to the Class Representatives.

The Cash Payments will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation costs, Service Awards, Claims Administration costs, and the cost of Credit Monitoring. For purposes of calculating the amount of the increase or decrease to the Cash Payments, the Claims Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

In the unexpected event the value of the Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund. Payment of (1) attorneys' fees, costs, and expenses (see Question 19) and (2) the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Settlement Fund.

8. What benefits are available under the Settlement?

Settlement Class Members who submit a valid Claim are eligible to receive:

“Ordinary” Out-of-Pocket Loss Payment: Class Members may be reimbursed for actual, documented, unreimbursed losses resulting from the Data Breach Incident (up to \$1,000.00 in total) that were incurred on or after December 4, 2023. To receive an “Ordinary” Out-of-Pocket Loss Payment, a Class Member must: (i) submit a valid Claim Form electing to receive the “Ordinary” Out-of-Pocket Loss Payment benefit; (ii) provide an attestation, under penalty of perjury, that the claimed loss is actual and unreimbursed; and (iii) provide Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

Examples of documented, unreimbursed losses may include:

- any costs incurred from credit monitoring services or ordering copies of your credit report;
- late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
- late fees from transactions with third parties that were delayed due to fraud or card replacement;
- unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
- parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
- costs incurred obtaining credit freezes;
- long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used); and
- postage or gasoline for local travel.

“Extraordinary” Loss and Attested Time Payment: Class Members may be reimbursed for actual, documented, unreimbursed losses resulting from the Data Breach (up to \$5,000.00 in total) that were incurred on or after December 4, 2023. To receive an “Extraordinary” Loss payment, a Class Member must: (i) submit a valid Claim Form electing to receive the “Extraordinary” Out-of-Pocket Loss Payment benefit; (ii) provide an attestation, under penalty of perjury, that the claimed loss is actual and unreimbursed; and (iii) provide Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

- expenses that are reasonably attributable to the Data Breach that were not reimbursed; and
- any costs incurred from actual, documented and unreimbursed monetary loss due to fraud or identity theft not already covered by one or more of the prior loss categories that the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for, including but not limited to exhaustion of all available credit monitoring assistance and identity theft insurance.

Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 10 hours of time spent remedying issues related to the Data Breach at a rate of \$40.00 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Breach; and (2) the time associated with each action (“Attested Time”). Reimbursement for Attested Time is included in the total of up to \$5,000.00 per person for Extraordinary Losses.

Credit Monitoring Services: Class Members may elect to receive (3) three years of triple bureau credit monitoring. Settlement Class Members must file a claim form that selects credit monitoring in order to obtain Credit Monitoring Services.

Residual Cash Payment: In addition to, or in the alternative to, making Claims for Ordinary Out-of-Pocket Losses and/or Claims for Extraordinary Losses and Attested Time, Settlement Class Members may elect to receive a cash payment, which may be up to \$550.00 on a claims-made basis.

The amount of the payment will be calculated by dividing the remaining funds, after payment of Credit Monitoring Services, Out-of-Pocket Losses, Claims Administration costs, Service Awards, and attorneys' fees and costs approved by the Court and therefore may be less than \$550.00.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a Settlement Class Member benefit under the Settlement, you must complete and submit a Claim for that benefit ("Claim"). Every Claim must be made on a form ("Claim Form") available at www.PecoFoodsDataSettlement.com or by calling 1-855-557-9411. Claim Forms will also be sent to Settlement Class Members as part of the Postcard Notice and tear-off Claim Form that will be mailed, and by email for Settlement Class Members with available email addresses. Read the instructions carefully, complete the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will Claims be decided?

The Claims Administrator, Eisner Advisory Group LLC, will decide whether and to what extent any Claim made on each Claim Form is valid. The Claims Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on **December 14, 2026 at 11:00 a.m. CT** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not opt-out of the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and others ("Released Parties") as to all claims ("Released Claims") arising out of or relating to the Data Breach. This release is described in the Settlement Agreement, which is available at www.PecoFoodsDataSettlement.com. If you have any questions, you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer at your own expense.

OPTING-OUT OF THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to opt-out of the Settlement Class. This is sometimes referred to as "opting-out" of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you opt-out, you will not be entitled to receive any benefits from the Settlement, but you will

not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

15. How do I Opt-Out of the Settlement?

To opt-out, send a letter that says you want to be excluded, or opt-out, from the Settlement in *Ryan, et al., v. Peco Foods Inc.*, Case No. 63-CV-2025-900067 (Circuit Court of Tuscaloosa County, Alabama). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your opt-out request postmarked by **October 12, 2026**, to:

Peco Claims Administrator
Attn: Exclusion Request
P.O. Box 1828
Baton Rouge, LA 70821

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must submit a timely written notice of an objection in the appropriate form. It must be filed with or submitted to the Clerk of the Court, on or before **October 12, 2026**. Objections must also be served concurrently with their filing upon Proposed Class Counsel and counsel for Peco. The address for the Clerk of Court is Circuit Court Clerk of Tuscaloosa County, 714 Greensboro Ave., Tuscaloosa, AL, 35401.

Your objection must be written and must include all of the following: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any.

Clerk of the Court	Class Counsel
Tuscaloosa County Circuit Clerk, Circuit Court for Tuscaloosa County, State of Alabama 714 Greensboro Ave. Tuscaloosa, AL 35401	Jonathan S. Mann PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C. 2001 Park Place North, Suite 1100 Birmingham, AL 35203 Telephone: (205) 322-8880 James M. Terrell METHVIN, TERRELL, YANCEY, STEPHENS & MILLER, P.C. 2201 Arlington Avenue South Birmingham, AL 35205 Telephone: (205) 939-0199 Patrick A. Barthle II MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 n. Franklin Street, 7th Floor Tampa, FL 33602 Telephone: (813) 229-4023
Defendant's Counsel	Claims Administrator
H. Nellie Fitzpatrick CIPRIANI & WERNER P.C. 450 Sentry Parkway, Suite 200 Blue Bell, PA 19422 Telephone: (610) 567-0700 Joseph R. Duncan Jr. HAND ARENDALL HARRISON SALE LLC 1801 5th Avenue North, Suite 400 Birmingham, AL 35203 Telephone: (205) 324-4400	Peco Claims Administrator Attn: Objection P.O. Box 1828 Baton Rouge, LA 70821

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Opting-out is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any of the Settlement Class Member benefits from the Settlement. If you opt-out, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., James M. Terrell of Methvin, Terrell, Yancey, Stephens & Miller, P.C., and Patrick A. Barthle II of Morgan & Morgan Complex Litigation Group as Class Counsel to represent the Class. Their contact information is listed above in Question 16.

If you want to be represented by your own lawyer, then you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to 33.33% of the Settlement Fund (up to \$316,666.67), plus reasonable costs (up to \$30,000.00). This payment for any attorneys' fees and costs to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and costs for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards be filed no later than September 28, 2026. The Motion for Attorneys' Fees, Costs, and Service Awards will be posted on the Settlement Website.

Class Counsel will also request approval of a service award of \$2,500 for each of the Class Representatives.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 11:00 a.m. CT on December 14, 2026, at the Tuscaloosa County Courthouse, 714 Greensboro Ave, 2nd Floor, Tuscaloosa, AL 35401, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and expenses, and any service awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking www.PecoFoodsDataSettlement.com or calling 1-855-557-9411.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. 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 file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with or submitted to the Clerk of the Court and/or Class Counsel and/or Defense Counsel, no later than **October 12, 2026**. See Question 16 for further details on the requirements for submitting an objection to the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Settlement is granted Final Approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Parties based on any of the Released Claims related to the Data Breach, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.PecoFoodsDataSettlement.com**. You may also call the Claims Administrator with questions or to receive a Claim Form at 1-855-557-9411.

This Notice is approved by the Circuit Court for Tuscaloosa County, State of Alabama. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Claims Administrator or Class Counsel if you have any questions about the Settlement.