

**If you are an Individual U.S. Resident to whom The Paradies Shops, LLC Sent
Notice of a 2020 Ransomware Attack,
a Class Action Settlement may Affect Your Rights.**

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

- A settlement has been proposed in a class action lawsuit against The Paradies Shop, LLC (“Paradies” or “Defendant”) relating to unauthorized access to Paradies’s internal administrative system from October 8, 2020 to October 13, 2020 (the “Ransomware Attack”). During the Ransomware Attack, certain records, including but not limited to the names and Social Security numbers of employees, may have been accessed. Paradies denies all claims alleged against it and denies any wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that Paradies has violated any laws, but rather the resolution of disputed claims.
- If you are an individual U.S resident to whom Paradies sent a notice of the 2020 Ransomware Attack, you are included in this Settlement as a “Settlement Class Member,” as evidenced by a list of names and addresses maintained by Paradies (“Class List”). There are certain exclusions (see Question 6, below).
- The Settlement provides for a \$6,875,720 Settlement Fund that will be used to pay for the Settlement Benefits (See Questions 7-12); Costs of Notice and Claims Administration; and Attorneys’ Fees and Expenses awarded by the Court.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit RamirezClassAction.com or call toll-free 1-888-820-4048.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: AUGUST 4, 2025	Submitting a valid Claim Form is the only way you can receive credit monitoring services or a payment for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, or Extraordinary Attested Time.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: JULY 7, 2025	If you exclude yourself from this Settlement, you will not get any payment or credit monitoring services from the Settlement, but you also will not release your claims against Paradies. This is the only option that allows you to be part of any other lawsuit against Paradies for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
OBJECT TO THE SETTLEMENT BY: JULY 7, 2025	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense.
DO NOTHING	If you do nothing, you will not receive credit monitoring services or be eligible to receive a payment for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, or Extraordinary Attested Time. You will also give up certain legal rights. However, Settlement Class Members who do not exclude

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	themselves from the Settlement will receive a pro rata payment if there are available funds in the Settlement Fund.
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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the Northern District of Georgia. The case is known as *Ramirez v. The Paradies Shops, LLC*, No. 1:21-cv-03758-ELR. Carlos Ramirez, the person who filed the Lawsuit, is called the Representative Plaintiff and the entity sued, Paradies, is called the Defendant.

2. What is this lawsuit about?

The Representative Plaintiff claims that Paradies is liable for the Ransomware Attack and asserts claims for negligence.

The Representative Plaintiff seeks, among other things, payment and credit monitoring for persons who were injured by the Ransomware Attack. Paradies has denied liability and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs (in this case, Carlos Ramirez) sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or

Settlement Class Members. One court and one judge resolve the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Representative Plaintiff or Paradies. Instead, the Representative Plaintiff negotiated a settlement with Defendant that allows the Representative Plaintiff, the proposed Settlement Class, and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses without further delay. Representative Plaintiff and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

- The Settlement Class means all individual U.S. residents to whom Paradies sent notice of the Ransomware Attack, as evidenced by the Class List. There are certain exclusions (see Question 6, below). Settlement Class Members were also sent notice of this class action settlement via mail. If you received notice of this Settlement, and no exclusion applies (see Question 6, below), you are eligible to receive Settlement Benefits. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at 1-888-820-4048 or by visiting the Settlement Website at www.RamirezClassAction.com.

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

Yes. Excluded from the Settlement Class are: (1) the Judge and Magistrate 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 Defendant; (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 Ransomware Attack or who pleads nolo contendere to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for a \$6,875,720 Settlement Fund that will be used to pay for the Settlement Benefits; Costs of Notice and Claims Administration; any Service Award awarded by the Court; and Attorneys' Fees and Expenses awarded by the Court. Under no circumstances will Defendant pay more than \$6,875,720 in connection with this Settlement.

The Settlement Benefits are summarized below. Please visit www.RamirezClassAction.com for complete information about the Settlement Benefits. Settlement Class Members may submit a Claim Form for:

- **Ordinary Out-of-Pocket Losses and Ordinary Attested Time** up to \$1,000 per individual:
 - **Ordinary Out-of-Pocket Losses:** Documented, unreimbursed costs, losses, or expenditures incurred in responding to notice of the Ransomware Attack.
 - **Ordinary Attested Time:** at \$30/hour for up to 5 hours for time spent responding to receiving

notice of the Ransomware Attack.

- **Extraordinary Losses and Extraordinary Attested Time** up to \$25,000 per individual.
 - **Extraordinary Losses:** Documented, unreimbursed costs, losses, or expenditures fairly traceable to the Ransomware Attack and not reimbursable as Ordinary Out-of-Pocket Losses. Examples include costs, losses or expenditure incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of personal information.
 - **Extraordinary Attested Time** at \$30/hour for up to 10 hours for time spent remediating identity theft, fraud, or misuse of my information related to the Ransomware Attack.
- **Credit Monitoring Services:** Three (3) years of identity theft protection and credit monitoring services at no cost to you.

Claims, even if approved, may be reduced pro rata based on the availability of funds.

Residual Cash Payments: Settlement Class Members who do not exclude themselves from the Settlement will receive one or more pro rata payment if there are available funds in the Settlement Fund.

Business Practice Commitments. For a period of three (3) years, Paradies shall maintain certain business practice changes, or adopt other business practice so long as there is no material adverse impact on information safety relative to the current state. Due to their confidential and sensitive nature, the enhancements and practices are not being publicly disclosed but have been shared with and reviewed by Class Counsel, who agrees to maintain the confidentiality of that information.

8. What payments are available for Ordinary Out-of-Pocket Losses?

All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses and Ordinary Attested Time up to \$1,000 per individual.

Ordinary Out-of-Pocket Losses are unreimbursed costs, losses, or expenditures incurred by a Class Member in responding to notice of the Ransomware Attack or in the response to the Ransomware Attack that were incurred between October 8, 2020, and the Claims Deadline, August 4, 2025.

Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.

Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone.

Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

9. What payments are available for Ordinary Attested Time?

Settlement Class Members may also submit a claim for up to 5 hours of time spent responding to receiving notice of the Ransomware Attack at a rate of \$30 per hour by providing an attestation and a brief description of: (1) the actions taken in response to receiving notice of the Ransomware Attack; and (2) the time associated with each action.

Ordinary Attested Time is included in the \$1,000 maximum amount for Ordinary Out-of-Pocket Losses and Ordinary Attested Time per individual.

10. What payments are available for Extraordinary Losses?

In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and Extraordinary Attested Time up to \$25,000 per individual.

Extraordinary Losses are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that are fairly traceable to the Ransomware Attack, and are costs, losses, or expenditures that are not reimbursable as Ordinary Out-of-Pocket Losses. Extraordinary Losses may include, without limitation, the unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information.

Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone.

Documentation supporting Extraordinary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Extraordinary Losses will be deemed "fairly traceable" if (1) the unreimbursed cost, loss, or expenditure occurred on or after October 8, 2020; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Defendant prior to the Ransomware Attack.

More details are provided in the Settlement Agreement, which is available at www.RamirezClassAction.com.

11. What payments are available for Extraordinary Attested Time?

Settlement Class Members may also submit a claim for up to ten (10) hours of time spent remedying identity theft, fraud, or other misuse of their information related to the Ransomware Attack at a rate of \$30 per hour by providing an attestation and a brief description of: (1) the actions taken to remedy identity theft, fraud, or other misuse of their information related to the Ransomware Attack; and (2) the time associated with each action.

Settlement Class Members can make a claim for Extraordinary Attested Time without claiming Extraordinary Losses. Settlement Class Members can make a claim for Extraordinary Attested Time in addition to claiming Ordinary Attested Time. Extraordinary Attested Time is included in the \$25,000

maximum amount for Extraordinary Out-of-Pocket Losses and Extraordinary Attested Time per individual.

12. What is included in the Credit Monitoring Services?

Settlement Class Members who submit a Claim Form can elect to enroll in three (3) years of identity theft protection and credit monitoring services from Identity Defense Total, that will include the following features:

1. 3-Bureau Credit Monitoring;
2. Monitoring of the Dark Web, High Risk Transactions and Address Changes;
3. Identity Theft Insurance;
4. Vantage 3.0 Credit Score;
5. Score Tracker;
6. Security Freeze Assistant;
7. Real Time Authentication and Inquiry Alerts;
8. Lost Wallet Protection and Victim Assistance and
9. Customer Support

These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they submit a claim for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and/or Extraordinary Attested Time.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved. Additional information about Identity Defense Total is available at www.RamirezClassAction.com.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

13. How do I get benefits from the Settlement?

In order to receive credit monitoring or payment for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and/or Extraordinary Attested Time, you must complete and submit a Claim Form. Claim Forms are available at www.RamirezClassAction.com, or you may request one by mail by calling 1-888-820-4048. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **AUGUST 4, 2025** to: Ramirez Class Action Settlement, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You may still receive a Residual Cash Payment from the Settlement Fund even if you do not submit a Claim Form as long as you do not exclude yourself from the Settlement. The Residual Cash Payment is a pro rata payment that will be calculated based on available funds, if any, in the Settlement Fund.

14. How will claims be decided?

The Claims Administrator will decide whether the information provided on the Claim Form is complete and valid. The Claims Administrator may require additional information from any individual who submits a Claim Form. If the Claims Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Claims Administrator's discretion.

15. When will I get my payment?

The Court will hold a Final Fairness Hearing at 11:00 a.m. on July 24, 2025 to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Claims Administrator by emailing info@RamirezClassAction.com.

REMAINING IN THE SETTLEMENT

16. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want to receive credit monitoring services or a payment for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, or Extraordinary Attested Time, you must submit a Claim Form online or postmarked by August 4, 2025.

If you do nothing, you will **not** receive credit monitoring services or be eligible to receive a payment for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, or Extraordinary Attested Time. You will also give up certain legal rights. However, Settlement Class Members who do not exclude themselves from the Settlement will receive a pro rata payment if there are available funds in the Settlement Fund.

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

If the Settlement becomes final, you will give up your right to sue Paradies and other released persons for the claims being resolved by this Settlement. The specific claims you are giving up against Paradies and the claims you are releasing are described in the Settlement Agreement, available at www.RamirezClassAction.com. The Settlement Agreement describes the related persons and released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 21 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Paradies about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

18. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, and you will not be bound by any judgment in this case.

19. If I do not exclude myself, can I sue Paradies or other released persons for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Paradies or other released persons 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 wish to exclude yourself from the Settlement, **do not** submit a Claim Form to ask for Settlement Benefits.

20. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail clearly stating that you want to be excluded from the Settlement in *Ramirez v. The Paradies Shops, LLC*, No. 1:21-cv-03758-ELR (N.D. Ga.). Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **July 7, 2025** to:

Ramirez Class Action Settlement
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Class Counsel	
John A. Yanchunis Morgan & Morgan, Complex Litigation Group 201 N. Franklin Street, 7 th Floor Tampa, FL 33602	Ryan D. Maxey Maxey Law Firm, P.A. 107 N. 11 th Street, #402 Tampa, FL 33602

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys’ fees not to exceed 33% of the Settlement Fund and litigation costs and expenses in an amount not to exceed \$15,000. Class Counsel will also request approval of a service award of \$10,000.00 to the Representative Plaintiff, which shall also be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like any aspect or provision of the Settlement. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before making a decision.

An objection must include: (i) the name or caption of this Litigation, *i.e.*, *Ramirez v. The Paradies Shops, LLC*, No. 1:21-cv-03758-ELR (N.D. Ga.); (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 five (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.

To be timely, written notice of an objection in the appropriate form must be: (a) electronically filed by **July 7, 2025**; or (b) mailed first-class postage prepaid to the Clerk of Court for the United States District Court for the Northern District of Georgia and postmarked by no later than **July 7, 2025**.

Clerk of the Court
Richard B. Russell Federal Building & United States Courthouse
2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303-3309

Objections must also be served concurrently with their filing or mailing upon Class Counsel and counsel for Paradies either via the Court's electronic filing system (if filed electronically) or via U.S. mail (if mailed to the Clerk of Court) at the addresses set forth below:

Class Counsel	Defendant's Counsel
John A. Yanchunis Morgan & Morgan, Complex Litigation 201 N. Franklin Street, 7 th Floor Tampa, FL 33602	Peter N. Hall Holland & Knight LLP Regions Plaza, Suite 1800 1180 West Peachtree Street N.W. Atlanta, GA 30309
Ryan D. Maxey Maxey Law Firm, P.A. 107 N. 11 th Street, #402 Tampa, FL 33602	Paul Bond Holland & Knight LLP 1650 Market Street, Suite 3300 Philadelphia, PA 19104

Any Settlement Class Member who fails to comply with these requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

24. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at 11:00 a.m. on July 24, 2025, in Courtroom 1708 located at Richard B. Russell Federal Building & United States Courthouse, 2211 United States Courthouse, 75 Ted Turner Drive SW, Atlanta, GA 30303-3309. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees not to exceed 33% of the Settlement Fund and litigation costs and expenses in an

amount not to exceed \$15,000. The Court will take into consideration any timely sent written objections and may also listen to people who have requested to speak at the hearing (*see* Question 23).

26. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

27. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 23 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

28. What happens if I do nothing?

If you do nothing, you will not receive credit monitoring services or be eligible to receive a payment for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, or Extraordinary Attested Time. You will also give up certain legal rights. However, Settlement Class Members who do not exclude themselves from the Settlement will receive a pro rata payment if there are available funds in the Settlement Fund for one or more Residual Cash Payment(s).

If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Paradies or released persons about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

29. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.RamirezClassAction.com, or by writing to Claims Administrator:

Ramirez Class Action Settlement
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Info@RamirezClassAction.com

30. How do I get more information?

For more information, please visit www.RamirezClassAction.com or call toll-free 1-888-820-4048. You can also contact the Claims Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.