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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

MICHAEL RAY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SIMPSON STRONG-TIE CO., Inc.
and DOES 1 through 10, inclusive,

Defendant.

Case No. C24-01022

SETTLEMENT AGREEMENT

1 This Settlement Agreement, dated May 28, 2025, is made and entered into by
2 and among Plaintiff Michael Ray (“Representative Plaintiff”), individually and on
3 behalf of the Settlement Class and Simpson Strong-Tie Co., Inc. (“Simpson” or
4 “Defendant”), by and through their respective counsel.

5 **RECITALS**

6 WHEREAS, on April 16, 2024, Michael Ray filed a class action complaint
7 (the “Complaint”) in the Superior County of the State of California, County of Contra
8 Costa (the “Court”) entitled, *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Case No.
9 C24-01022 (the “Litigation”);

10 WHEREAS, the operative Complaint asserts claims against Defendant for: (1)
11 negligence; (2) invasion of privacy at common law; (3) invasion of privacy in
12 violation of Cal. Const. Art. 1 § 1; (4) breach of implied contract; (5) breach of
13 confidence; and (6) California Unfair Competition Law, Cal. Bus. & Prof. Code §
14 17200, *et seq.* all arising from the Data Security Incident (as such term is defined
15 below);

16 WHEREAS, Defendant has denied and continues to deny (a) each and every
17 allegation and all charges of wrongdoing or liability of any kind whatsoever asserted
18 or which could have been asserted in this Litigation, (b) that the Representative
19 Plaintiff in the Action and the class he purports to represent have suffered any
20 damage, and (c) that the Action satisfies the requirements for settlement of a class
21 action under Cal. Civ. Proc. Code § 382. Without acknowledging any fault or liability
22 on the part of the Defendant, the Settling Parties have agreed to enter into this
23 Agreement as an appropriate compromise of Representative Plaintiff’s and Class
24 Members’ claims to put to rest all controversy and to avoid the uncertainty, risk,
25 and/or expense of burdensome, protracted, and costly litigation that would be
26 involved in prosecuting and defending this Action. This agreement is for settlement
27 purposes only, and nothing in this agreement shall constitute, be construed as, or be
28 admissible in evidence as any admission of the validity of any claim or any fact

1 alleged by Representative Plaintiff in this action or in any other pending or
2 subsequently filed action, or of any wrongdoing, fault, violation of law, or liability
3 of any kind on the part of Defendant or admission by any of the parties of the validity
4 or lack thereof of any claim, allegation, or defense asserted in this Litigation or in
5 any other action;

6 WHEREAS, the Settling Parties participated in good faith, arms-length
7 settlement discussions over the course of several months, through which the basic
8 terms of a settlement were negotiated and finalized;

9 WHEREAS, Class Counsel conducted a thorough examination and evaluation
10 of the relevant law and facts to assess the merits of the claims to be resolved in this
11 settlement and how best to serve the interests of the putative class in the Litigation.
12 Based on this investigation and the negotiations described above, Class Counsel has
13 concluded, taking into account the sharply contested issues involved, the risks,
14 uncertainty and cost of further prosecution of this Litigation, and the benefits to be
15 provided to the Settlement Class pursuant to this Agreement, that a settlement with
16 Defendant on the terms set forth in this Agreement is fair, reasonable, adequate and
17 in the best interests of the putative class;

18 WHEREAS, this Settlement Agreement is intended to fully, finally and forever
19 resolve all claims and causes of action asserted, or that could have been asserted
20 based upon the facts alleged in the Complaint, against Defendant and the Released
21 Persons, by and on behalf of the Representative Plaintiff and Settlement Class
22 Members, and any other such actions by and on behalf of any other putative classes
23 of individuals against Defendant originating, or that may originate, in jurisdictions in
24 the United States, reasonably related to the operative facts alleged in the Complaint.

25 NOW, THEREFORE, IT IS HEREBY AGREED, by and between the
26 Representative Plaintiff, Class Counsel, and Defendant, that, subject to the approval
27 of the Court as provided for in this Agreement, the Litigation and Released Claims
28

1 shall be fully and finally settled, compromised, and released, on the following terms
2 and conditions:

3 **I. DEFINITIONS**

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

6 1.1 “**Agreement**” or “**Settlement Agreement**” means this agreement.

7 1.3 “**Claims Administration**” means the processing and payment of claims
8 received from Settlement Class Members by the Claims Administrator.

9 1.4 “**Claims Administrator**” means a company to be selected by
10 Defendant, with the approval of Class Counsel which approval shall not be
11 unreasonably withheld, experienced in administering class action claims generally
12 and specifically those of the type provided for and made in data breach litigation. The
13 Claims Administrator shall be Simpluris, Inc.

14 1.5 “**Claims Deadline**” means the postmark and/or online submission
15 deadline for valid claims submitted pursuant to ¶ 2 below. The Claims Deadline is
16 90 days after the Notice Commencement date.

17 1.6 “**Claim Form**” means the tear-off claim form that is part of the postcard
18 Short Notice and that is to be used by Settlement Class Members to submit a
19 Settlement Claim, either through the mail or online through the Settlement Website,
20 substantially in the form as shown in **Exhibit A**.

21 1.7 “**Class Members**” means all individuals residing in the United States to
22 whom Defendant or its authorized representative sent notice of a Data Security
23 Incident discovered on or about October 10, 2023. Class Members specifically
24 excludes: (i) Simpson and Simpson’s parents, subsidiaries, affiliates and any entity
25 in which Simpson has a controlling interest; (ii) all individuals who make a timely
26 election to be excluded from this proceeding using the correct protocol for opting out
27 and (iii) all judges assigned to hear any aspect of this Litigation as well as their
28 immediate family members. The Class Members consist of over 5,000 individuals.

1 These individuals constitute the “Settlement Class” solely for purposes of certifying
2 a settlement class in this Litigation.

3 1.8 “**Costs of Claims Administration**” means all actual costs associated
4 with or arising from Claims Administration. Defendant shall pay all Costs of Claims
5 Administration.

6 1.9 “**Court**” means the Superior Court of the State of California, County of
7 Contra Costa.

8 1.10 “**Data Security Incident**” means the cyberattack perpetrated on
9 Simpson beginning on or around October 9, 2023, and which Defendant learned
10 about on or around October 10, 2023.

11 1.11 “**Dispute Resolution**” means the process for resolving disputed
12 Settlement Claims as set forth in this Agreement.

13 1.12 “**Effective Date**” means the first date by which all of the events and
14 conditions specified in ¶ 11.1 herein have occurred and been met.

15 1.13 “**Final**” means the occurrence of all of the following events: (i) the
16 settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the
17 Court has entered a Judgment (as that term is defined herein); and (iii) the time to
18 appeal or seek permission to appeal from the Judgment has expired or, if appealed,
19 the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its
20 entirety by the court of last resort to which such appeal may be taken, and such
21 dismissal or affirmance has become no longer subject to further appeal or review.
22 Notwithstanding the above, any order modifying or reversing any attorneys’ fee
23 award or service award made in this case shall not affect whether the Judgment is
24 “Final” as defined herein or any other aspect of the Judgment.

25 1.14 “**Judgment**” means a judgment rendered by the Court.

26 1.15 “**Long Notice**” means the long form notice of settlement posted on the
27 Settlement Website, substantially in the form as shown in **Exhibit B**.
28

1 1.16 “**Notice Commencement Date**” means thirty (30) days following entry
2 of the Preliminary Approval Order.

3 1.17 “**Notice Program**” means steps taken by the Claims Administrator to
4 notify Class Members of the settlement as set forth below.

5 1.18 “**Objection Date**” means the date by which Settlement Class Members
6 must mail to the Claims Administrator their written objection to the Settlement
7 Agreement for that objection to be effective. The Objection Date is 60 days after the
8 Notice Commencement Date.

9 1.19 “**Opt-Out Date**” means the date by which Class Members must mail
10 their requests to be excluded from the Settlement Class for that request to be
11 effective. The postmark date shall constitute evidence of the date of mailing for these
12 purposes. The Opt-Out Date is 60 days after the Notice Commencement Date.

13 1.20 “**Person**” means an individual, corporation, partnership, limited
14 partnership, limited liability company or partnership, association, joint stock
15 company, estate, legal representative, trust, unincorporated association, government
16 or any political subdivision or agency thereof, and any business or legal entity, and
17 their respective spouses, heirs, predecessors, successors, representatives, or
18 assignees.

19 1.21 “**Preliminary Approval Order**” means the order preliminarily
20 approving the Settlement Agreement and ordering that notice be provided to Class
21 Members substantially in the form attached hereto as **Exhibit C**.

22 1.22 “**Proposed Settlement Class Counsel**” and “Class Counsel” means M.
23 Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A Professional Corp.

24 1.23 “**Related Entities**” means Simpson’s respective past or present officers,
25 directors, employees, servants, members, partners, principals, shareholders, owners,
26 parents, subsidiaries, divisions, partnerships, agents, attorneys, insurers, re-insurers
27 and all persons who acted on Simpson’s behalf and related or affiliated entities, and
28 each of their respective predecessors, successors, directors, officers, employees,

1 principals, agents, attorneys, executors, heirs, administrators, joint ventures, personal
2 representatives, assigns, transferees, trustees, insurers, and reinsurers, and includes,
3 without limitation, any Person related to any such entity who is, was, or could have
4 been named as a defendant in any of the actions in the Litigation.

5 1.24 **“Released Claims”** shall collectively mean any and all past, present,
6 and future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees,
7 losses, rights, demands, charges, complaints, actions, suits, petitions, obligations,
8 debts, contracts, penalties, damages, or liabilities of any nature whatsoever,
9 liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or
10 derivative, matured or unmatured, in law or equity, and any other form of legal or
11 equitable relief that has been asserted, was asserted, or could have been asserted, by
12 any Settlement Class Member against any of the Released Persons reasonably related
13 to the operative facts alleged in or otherwise described by the Complaint. Released
14 Claims shall not include the right of any Settlement Class Member or any of the
15 Released Persons to enforce the terms of the settlement contained in this Settlement
16 Agreement, and shall not include the claims of Class Members who have timely
17 excluded themselves from this settlement proceeding using the protocol described
18 herein.

19 1.25 **“Released Persons”** means Simpson and its Related Entities.

20 1.26 **“Reminder Notice”** means a single postcard that will be mailed to the
21 Settlement Class Members approximately thirty (30) days before the Claims
22 Deadline.

23 1.27 **“Settlement Claim”** means a claim for settlement benefits made under
24 the terms of this Settlement Agreement.

25 1.28 **“Settlement Class Member(s)”** means Class Members who do not
26 timely and validly opt-out of the Agreement by excluding themselves from this
27 settlement proceeding using the protocol described herein.
28

1 1.29 “**Settlement Class Representative**” or “**Representative Plaintiff**”
2 means Michael Ray.

3 1.30 “**Settling Parties**” means, collectively, Simpson and Representative
4 Plaintiff, individually and on behalf of the Settlement Class Members.

5 1.31 “**Settlement Website**” means a website, the URL for which to be
6 mutually selected by the Settling Parties, that will inform Class Members of the terms
7 of this Settlement Agreement, their rights, dates and deadlines and related
8 information, as well as provide the Class Members with the ability to submit a
9 Settlement Claim online.

10 1.32 “**Short Notice**” means the short form notice of the proposed class action
11 settlement with tear-off Claim Form, substantially in the form as shown in **Exhibit**
12 **D**. The Short Notice will direct recipients to the Settlement Website and inform
13 Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out
14 Date and Objection Date, and the date of the Final Fairness Hearing.

15 1.33 “**United States**” as used in this Settlement Agreement includes all 50
16 states, the District of Columbia, and all territories.

17 1.34 “**Valid Claims**” means Settlement Claims in an amount approved by the
18 Claims Administrator or found to be valid through the claims processing and/or
19 Dispute Resolution process, or through the process for review and challenge set forth
20 in the section entitled, “Administration of Claims.”

21 **II. SETTLEMENT CLASS BENEFITS**

22 2.1 Identity Theft Protection and/or Credit Monitoring. All Settlement Class
23 Members are eligible for two (2) years of free identity-theft protection and/or credit
24 monitoring. The two years of free identity-theft protection and/or credit monitoring
25 provided under this Settlement Agreement shall be in addition to any other identity-
26 theft protection and/or credit monitoring received by Settlement Class Members from
27 Defendant. Settlement Class Members must submit a Claim Form before the Claims
28 Deadline to be provided with this benefit. The opportunity for Class Members to

1 enroll in Identity Theft Protection and/or Credit Monitoring services will begin upon
2 the Effective Date of the settlement when the Settlement Class Members who
3 submitted a Claim for this benefit will be sent an activation code and will remain
4 available for commencement for 90 days thereafter. Protection and monitoring
5 provided shall include, at a minimum:

- 6 a) Credit monitoring at all three major credit reporting agencies:
7 Equifax, Experian, and TransUnion.
- 8 b) Identity restoration and recovery services.
- 9 c) \$1,000,000 identity theft insurance with no deductible.

10 2.1.1 Settlement Class Members can enroll for these identity protection
11 and credit monitoring services whether or not they are eligible for a monetary
12 recovery under this Settlement.

13 2.1.2 Those Settlement Class Members who enroll in monitoring and
14 protection services and who already have obtained monitoring and protection
15 services offered through Defendant as a result of the Data Security Incident will
16 receive an additional two (2) years of monitoring and protection services.

17 2.2 Cash Benefits. Defendant agrees to make available the below
18 compensation to Settlement Class Members who submit valid and timely Claim
19 Forms. Claims will be reviewed for completeness and plausibility by the Claims
20 Administrator. For claims deemed invalid, the Claims Administrator shall provide
21 claimants with an opportunity to cure, unless an inability to cure is apparent from the
22 face of the claim, e.g., the claimant is not a Settlement Class Member.

23 2.2.1 Compensation for Ordinary Losses: Defendant will provide up to
24 \$500 in compensation to each Settlement Class Member upon submission of a valid
25 and timely claim form and supporting documentation for out-of-pocket expenses for
26 ordinary losses incurred as a direct result of the Data Security Incident. Ordinary
27 losses can arise from the following categories of expenses, fees, and lost time:
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1 a) *Out of pocket expenses incurred as a direct result of the*
2 *Data Security Incident*, including documented bank fees, long distance phone
3 charges, cell phone charges (only if charged by the minute), data charges (only if
4 charged based on the amount of data used), postage, or gasoline for local travel, all
5 of which must be fairly traceable to the Data Security Incident, and must not have
6 been previously reimbursed by a third party. All losses must be supported by
7 documentation substantiating the full extent of the amount claimed and all out-of-
8 pocket fees incurred must be reasonably described and attested to under penalty of
9 perjury;

10 b) *Fees for credit reports, credit monitoring, or other identity*
11 *theft insurance product* purchased between October 9, 2023 and the date of the close
12 of the Claims Period. These fees must be supported by documentation substantiating
13 the full extent of the amount claimed and the fees, as attested to under penalty of
14 perjury, must be reasonably connected to the Data Security Incident;

15 c) *Reimbursement for Lost Time*: Settlement Class Members
16 may submit claims to be compensated for lost time they reasonably spent responding
17 to the Data Security Incident. Settlement Class Members may claim up to four (4)
18 hours of time compensated at the rate of \$20 per hour. All such lost time must be
19 fairly traceable to the Data Security Incident and supported by an attestation under
20 penalty of perjury that the time spent was reasonably incurred dealing with the Data
21 Security Incident.

22 2.2.2 Compensation for Extraordinary Losses: Defendant will provide
23 up to \$5,000 in compensation to each Settlement Class Member who was a victim of
24 actual documented identity theft and submits a valid and timely claim form and who
25 proves monetary loss directly arising from identity theft perpetrated on or against the
26 Settlement Class member if:

27 a) The loss is an actual, documented, and unreimbursed
28 monetary loss;

- b) The loss was fairly traceable to the Data Security Incident;
- c) The loss occurred after October 9, 2023 and before the date of the close of the Claims Period;
- d) The loss is not already covered by the “Compensation for Ordinary Losses” category; and
- e) The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

2.2.3 Settlement Class Members seeking reimbursement under ¶¶ 2.2.1 and/or 2.2.2 must complete and submit to the Claims Administrator a Claim Form in a form substantially similar to the one attached as **Exhibit A**, postmarked or submitted online on or before the Claims Deadline. The notice to the Class Members will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. Claims for extraordinary losses and out of pocket expenses and fees must be supported by documentation substantiating the full extent of the amount claimed and attested to under penalty of perjury. Failure to provide such supporting documentation, as requested on the Claim Form, shall result in denial of a claim. No documentation is needed for lost-time expenses. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶¶ 2.4, 10.1.

2.3 Business Practice Enhancements, Including Monetary Investment into Data Security. Defendant has and will continue to undertake certain reasonable steps to enhance the security deployed to secure access to its data network. Defendant estimates the cost or value of these enhancements will exceed \$957,000.00. Defendant has or will take the following steps:

1. Purchase and deploy Data Security Posture Management System;
2. Purchase and deploy Zero Trust Endpoint Detection Security application; and
3. Increase phishing awareness training and testing.

Defendant has or will provide Settlement Class counsel reasonable confidential confirmatory discovery upon request identifying the Settlement Class Members and the enhancements, including value of the enhancements, made, or being made to protect Settlement Class Members' information stored on Defendant's data network. The confidential confirmatory discovery period will begin on the execution of this Settlement Agreement between the Settling Parties and conclude no later than 30 days thereafter. Defendant shall also provide a declaration, to be filed with the Court, providing a description of the value of the enhancements made or being made, including any ongoing costs for up to three years following the date of this Settlement Agreement.

2.4 Dispute Resolution. The Claims Administrator, in its discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the out-of-pocket expenses, ordinary fees, and extraordinary losses described in ¶¶ 2.2.1 and/or 2.2.2; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Security Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim (e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof). For any such Settlement Claims that the Claims Administrator determines to be implausible,

1 the Claims will be deemed invalid and submitted to counsel for the Settling Parties.
2 If counsel for the Settling Parties agree that any such claim is a Valid Claim, the
3 Claims Administrator shall follow counsel's joint direction regarding the disposition
4 of the claim.

5 2.4.1 Upon receipt of an incomplete or unsigned Claim Form or a
6 Claim Form that is not accompanied by sufficient documentation to determine
7 whether the claim is facially valid, the Claims Administrator shall request additional
8 information and give the claimant thirty (30) days to cure the defect before rejecting
9 the claim. If the defect is not cured, then the claim will be deemed invalid and there
10 shall be no obligation to pay the claim.

11 2.4.2 Following receipt of additional information requested by the
12 Claims Administrator, the Claims Administrator shall have thirty (30) days to accept,
13 in whole or lesser amount, or reject each claim. If, after review of the claim and all
14 documentation submitted by the claimant, the Claims Administrator determines that
15 such a claim is valid, then the claim shall be paid, subject to the review and challenge
16 process set forth in ¶ 10.1. If the claim is determined to be invalid, then the Claims
17 Administrator will submit it to counsel for the Settling Parties. If counsel for the
18 Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator
19 shall follow counsel's joint direction regarding the disposition of the claim.

20 2.4.3 Settlement Class Members shall have thirty (30) days from
21 receipt of the offer to accept or reject any offer of partial payment received from the
22 Claims Administrator. If a Settlement Class Member rejects an offer from the Claims
23 Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its
24 initial adjustment amount and make a final determination. If the claimant approves
25 the final determination, then the approved amount shall be the amount to be paid. If
26 the claimant does not approve the final determination within thirty (30) days, then
27 the dispute will be submitted to counsel for the Settling Parties within an additional
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1 ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties'
2 joint direction regarding the disposition of the claim.

3 **III. CLASS CERTIFICATION**

4 3.1 The Settling Parties agree, for purposes of this settlement only, to the
5 certification of the Settlement Class. If the settlement set forth in this Settlement
6 Agreement is not approved by the Court, or if the Settlement Agreement is terminated
7 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement
8 Agreement, and the certification of the Settlement Class provided for herein, will be
9 vacated and the Litigation shall proceed as though the Settlement Class had never
10 been certified, without prejudice to any Person's or Settling Party's position on the
11 issue of class certification or any other issue. The Settling Parties' agreement to the
12 certification of the Settlement Class is also without prejudice to any position asserted
13 by the Settling Parties in any other proceeding, case or action, as to which all of their
14 rights are specifically preserved.

15 **IV. NOTICE AND CLAIMS ADMINISTRATION**

16 4.1 Upon reaching an agreeable resolution of the claims of the Class
17 Members, Defendant will select, subject to Plaintiff's approval with such approval
18 not to be unreasonably withheld, a Claims Administrator who will be charged with
19 delivering sufficient notice (including direct notice and Reminder Notice) and
20 administering the claims process. Defendant will pay the entirety of the settlement
21 administration fees, including the cost of initial Short Notice and the Reminder
22 Notice. The original direct Short Notice to Settlement Class Members will be in the
23 form of a postcard notice with a tear-off Claim Form.

24 4.2 After the Court enters an order finally approving the Settlement, the
25 Claims Administrator shall provide the requested relief to all Settlement Class
26 Members that made valid and timely claims, subject to the individual caps on
27 Settlement Class Member payments set forth in Paragraph 2 above.
28

1 **V. PRELIMINARY APPROVAL**

2 5.1 As soon as practicable after the execution of the Settlement Agreement,
3 Proposed Settlement Class Counsel and counsel for Simpson shall jointly submit this
4 Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file
5 an unopposed motion for preliminary approval of the settlement with the Court
6 requesting entry of a Preliminary Approval Order in a form substantially similar to
7 the one attached as **Exhibit C**, requesting, among other things:

- 8 a) certification of the Settlement Class for settlement purposes only
9 pursuant to ¶ 3.1;
- 10 b) preliminary approval of the Settlement Agreement as set forth
11 herein;
- 12 c) appointment of Proposed Settlement Class Counsel as Settlement
13 Class Counsel;
- 14 d) appointment of Representative Plaintiff as Settlement Class
15 Representative;
- 16 e) approval of a customary form of Short Notice and Reminder
17 Notice to be mailed to Class Members, in a form substantially
18 similar to **Exhibit D** (the “Settlement Class Notice”);
- 19 f) approval of the Long Notice to be posted on the Settlement
20 Website in a form substantially similar to **Exhibit B**, which,
21 together with the Short Notice, shall include a fair summary of
22 the parties’ respective litigation positions, the general terms of the
23 settlement set forth in the Settlement Agreement, instructions for
24 how to object to or opt-out of the settlement, the process and
25 instructions for making claims to the extent contemplated herein,
26 and the date, time and place of the Final Fairness Hearing; and
- 27 g) appointment of the Claims Administrator.
- 28

1 The Short Notice, Long Notice, and Reminder Notice will be reviewed
2 and approved by the Claims Administrator but may be revised as agreed upon by the
3 Settling Parties prior to submission to the Court for approval.

4 5.2 Simpson shall pay for providing notice to Class Members in
5 accordance with the Preliminary Approval Order, and the costs of such notice,
6 together with the Costs of Claims Administration. Attorneys' fees, costs, and
7 expenses of Settlement Class Counsel, and service award to the Class Representative,
8 as approved by the Court, shall be paid by Simpson as set forth in ¶ 9 below.

9 5.3 Notice shall be provided to Class Members by the Claims
10 Administrator as follows:

11 5.3.1 Class Member Information: No later than fourteen (14) days after
12 entry of the Preliminary Approval Order, Simpson shall provide the Claims
13 Administrator with the name and last known physical address of each Class Member
14 (collectively, "Class Member Information") that Simpson used to notify Class
15 Members of the Data Security Incident. The Class Member Information and its
16 contents shall be used by the Claims Administrator solely for the purpose of
17 performing its obligations pursuant to this Settlement Agreement and shall not be
18 used for any other purpose at any time. Except to administer the settlement as
19 provided in this Settlement Agreement or provide all data and information in its
20 possession to the Settling Parties upon request, the Claims Administrator shall not
21 reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class
22 Member Information.

23 5.3.2 Settlement Website: Prior to the dissemination of the Settlement
24 Class Notice, the Claims Administrator shall establish the Settlement Website that
25 will inform Class Members of the terms of this Settlement Agreement, their rights,
26 dates and deadlines and related information. The Settlement Website shall include,
27 in .pdf format and available for download, the following: (i) the Long Notice; (ii) the
28 Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;

1 (v) the operative Complaint filed in the Litigation; and (vi) any other materials agreed
2 upon by the Parties and/or required by the Court. The Settlement Website shall
3 provide Class Members with the ability to complete and submit the Claim Form
4 electronically.

5 5.3.3 Short Notice: Within thirty (30) days after the entry of the
6 Preliminary Approval Order and to be substantially completed not later than forty-
7 five (45) days after entry of the Preliminary Approval Order, and subject to the
8 requirements of this Agreement and the Preliminary Approval Order, the Claims
9 Administrator will provide notice to Class Members as follows:

10 a) Via U.S. mail to all Class Members. Before any mailing
11 under this paragraph occurs, the Claims Administrator
12 shall run the postal addresses of Class Members through
13 the United States Postal Service (“USPS”) National
14 Change of Address database to update any change of
15 address on file with the USPS;

16 i. In the event that a mailed Short Notice is returned to
17 the Claims Administrator by the USPS because the
18 address of the recipient is no longer valid, and the
19 Claims Administrator with reasonable effort is able
20 to ascertain a forwarding address, the Claims
21 Administrator shall re-send the Short Notice to the
22 forwarding address within seven (7) days of
23 receiving the returned Short Notice;

24
25 b) Publishing, on or before the Notice Commencement Date,
26 the Short Notice, Claim Form, and Long Notice on the
27 Settlement Website, as specified in the Preliminary
28

1 Approval Order, and maintaining and updating the website
2 throughout the claim period;

3 5.3.4 A toll-free help line shall be made available to provide Class
4 Members with additional information about the settlement. The Claims
5 Administrator also will provide copies of the forms of Short Notice, Long Notice,
6 and paper Claim Form, as well as this Settlement Agreement, upon request;

7 5.3.5 Reminder Notice: As required under ¶ 1.26, the Claims
8 Administrator will issue a Reminder Notice consisting of a single postcard notice to
9 each Settlement Class Member who has not submitted a claim or a written request to
10 opt-out of the Settlement Class approximately thirty (30) days before the Claims
11 Deadline.

12 5.3.6 Contemporaneously with seeking Final Approval of the
13 Settlement, Proposed Settlement Class Counsel and Simpson shall cause to be filed
14 with the Court an appropriate affidavit or declaration with respect to complying with
15 this provision of notice.

16 5.4 The Short Notice, Long Notice, and other applicable communications to
17 the Settlement Class may be adjusted by the Claims Administrator, respectively, in
18 consultation and agreement with the Settling Parties, as may be reasonable and
19 consistent with such approval. The Notice Program shall commence within thirty
20 (30) days after entry of the Preliminary Approval Order and shall be completed
21 within forty-five (45) days after entry of the Preliminary Approval Order.

22 5.5 Proposed Settlement Class Counsel and Simpson's counsel shall request
23 that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing")
24 and grant final approval of the settlement set forth herein.

25 **VI. OPT-OUT PROCEDURES**

26 6.1 Each Person wishing to opt-out of the Settlement Class shall
27 individually sign and timely submit written notice of such intent to the designated
28 Post Office box established by the Claims Administrator. The written notice must

1 clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective,
2 written notice must be postmarked by the Opt-Out Date.

3 6.2 Persons who submit valid and timely notices of their intent to opt-out of
4 the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as "Opt-Outs,"
5 shall not receive any benefits of and/or be bound by the terms of this Settlement
6 Agreement. All Persons falling within the definition of the Settlement Class who do
7 not opt-out of the Settlement Class in the manner set forth in ¶ 6.1 above shall be
8 bound by the terms of this Settlement Agreement and Judgment entered thereon.

9 6.3 In the unlikely event that within ten (10) days after the Opt-Out Date as
10 approved by the Court, more than 2% of the Settlement Class Members submit timely
11 and valid Opt-Outs, Defendant may, by notifying Settlement Class Counsel and the
12 Court in writing, within five (5) business days from the date the Claims Administrator
13 provides written notice to Defendant of the number of opt-outs, void this Settlement
14 Agreement. If Defendant voids the Settlement Agreement, Defendant shall be
15 obligated to pay all settlement expenses already incurred, excluding any attorneys'
16 fees, costs, and expenses of Class Counsel and Plaintiff's Counsel and service award
17 and shall not, at any time, seek recovery of same from any other party to the Litigation
18 or from counsel to any other party to the Litigation.

18 **VII. OBJECTION PROCEDURES**

19 7.1 Each Settlement Class Member desiring to object to the Settlement
20 Agreement in writing shall submit a timely written notice of his or her objection no
21 later than the Objection Deadline. Such notice shall state: (i) the objector's full name,
22 address, telephone number, and e-mail address (if any); (ii) the case name and docket
23 number, *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Contra Costa County, Superior
24 Court Case No. CV24-01022; (iii) information identifying the objector as a
25 Settlement Class Member, including proof that the objector is a member of the
26 Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);
27 (iv) a written statement of all grounds for the objection, accompanied by any legal
28 support for the objection the objector believes applicable; (v) the identity of any and

1 all counsel representing the objector in connection with the objection; (vi) a statement
2 as to whether the objector and/or his or her counsel will appear at the Final Fairness
3 Hearing; and (vii) the objector's signature and the signature of the objector's duly
4 authorized attorney or other duly authorized representative (along with
5 documentation setting forth such representation). To be timely, written notice of an
6 objection in the appropriate form must be mailed to the settlement administrator at
7 Ray v. Simpson Strong Tie Settlement, PO Box XXXXX, Santa Ana, Ca, 92799 no
8 later than sixty (60) days after the Notice Commencement Date, and shall not be filed
9 with the court.

10 7.2 The court in its discretion may hear from any Settlement Class Member
11 who attends the Final Approval hearing and asks to speak regarding his or her
12 objection regardless of whether that Settlement Class Member submitted a written
13 objection per ¶ 7.1.

14 7.3 Any Settlement Class Member who fails to comply with the
15 requirements for objecting in ¶ 7.1 or to appear at the Final Fairness Hearing to object
16 verbally shall waive and forfeit any and all rights he or she may have to object to the
17 Settlement Agreement, and shall be bound by all the terms of the Settlement
18 Agreement and by all proceedings, orders, and judgments in the Litigation. The
19 exclusive means for any challenge to the Settlement Agreement shall be through the
20 provisions of ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement
21 Agreement, the final order approving this Settlement Agreement, or the Judgment to
22 be entered upon final approval shall be pursuant to appeal under the California Rules
23 of Appellate Procedure and not through a collateral attack.

24 **VIII. RELEASES**

25 8.1 Upon the Effective Date, each Settlement Class Member, including
26 Representative Plaintiff, shall be deemed to have, and by operation of the Judgment
27 shall have, fully, finally, and forever released, relinquished, and discharged all
28 Released Claims. Further, upon the Effective Date, and to the fullest extent

1 permitted by law, each Settlement Class Member, excluding Opt-Outs but including
2 Representative Plaintiff, shall directly, indirectly, or in any representative capacity,
3 be permanently barred and enjoined from commencing, prosecuting, or participating
4 in any recovery in any action in this or any other forum (other than participation in
5 this Settlement Agreement as provided herein) in which any of the Released Claims
6 is asserted.

7 8.2 Upon the Effective Date, Simpson shall be deemed to have, and by
8 operation of the Judgment shall have, fully, finally, and forever released,
9 relinquished, and discharged, the Settlement Class Representative, the Settlement
10 Class Members, and Proposed Settlement Class Counsel, of all claims, based upon
11 the institution, prosecution, assertion, settlement, or resolution of the Litigation or
12 the Released Claims, except for enforcement of the Settlement Agreement. Any other
13 claims or defenses Simpson may have against the Settlement Class Representative,
14 the Settlement Class Members, and the Proposed Settlement Class Counsel
15 including, without limitation, any claims based upon any lease, debtor-creditor,
16 contractual, or other business relationship with such Persons not based on the
17 institution, prosecution, assertion, settlement, or resolution of the Litigation are
18 specifically preserved and shall not be affected by the preceding sentence.

19 8.3 Notwithstanding any term herein, neither Simpson nor its Related
20 Entities shall have or shall be deemed to have released, relinquished or discharged
21 any claim or defense against any Person other than Representative Plaintiff, each and
22 all of the Settlement Class Members, and Proposed Settlement Class Counsel.

23 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

24 9.1 After an agreement had been reached as to the essential terms of a
25 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of a
26 service award to the Representative Plaintiff. The Representative Plaintiff shall seek,
27 and Defendant agrees to pay, a service award not to exceed \$2,000 to the
28 Representative Plaintiff subject to Court approval. Defendant shall pay the service

1 award separate and apart from any other sums agreed to under this Settlement
2 Agreement. If the Court approves a lesser service award, Defendant will be
3 responsible to pay only the approved amount. Representative Plaintiff shall provide
4 properly executed tax reporting forms prior to payment.

5 9.2 After an agreement had been reached as to the essential terms of a
6 settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of
7 Plaintiff's attorneys' fees and litigation expenses. Plaintiff shall seek an award of
8 attorneys' fees and litigation expenses not to exceed \$240,000. Defendant shall pay
9 the attorneys' fees and litigation expenses award amount separate and apart from any
10 other sums agreed to under this term sheet. If the Court approves a lesser award of
11 attorneys' fees and litigation expenses, Defendant will be responsible to pay only the
12 approved amount. Class Counsel shall provide properly executed tax reporting forms
13 prior to payment.

14 9.3 Defendant shall pay the attorneys' fees and expenses and service award
15 awarded by the Court to Clayeo C. Arnold, A Professional Corp. within seven (7)
16 days after the Effective Date or within seven (7) days of Class Counsel providing
17 properly executed tax reporting forms, whichever is later. The attorneys' fees and
18 expenses award will be allocated among Proposed Settlement Class Counsel by M.
19 Anderson Berry. Defendant bears no responsibility or liability relating to the
20 allocation of the attorneys' fees and expenses among Proposed Settlement Class
21 Counsel.

22 9.4 The finality or effectiveness of the Settlement Agreement shall not
23 depend upon the Court awarding any particular attorneys' fees and expenses award
24 or service award. No order of the Court, or modification or reversal or appeal of any
25 order of the Court concerning the amount(s) of any attorneys' fees and expenses,
26 and/or service award ordered by the Court to Proposed Settlement Class Counsel or
27 Representative Plaintiff shall affect whether the Judgment is final or constitute
28 grounds for cancellation or termination of this Settlement Agreement.

1
2 **X. ADMINISTRATION OF CLAIMS**

3 10.1 The Claims Administrator shall administer and calculate the claims
4 submitted by Settlement Class Members under ¶¶ 2.2.1 and/or 2.2.2. Proposed
5 Settlement Class Counsel and counsel for Simpson shall be given reports as to both
6 claims and distribution, and have the right to challenge the claims and distribution
7 set forth in the reports, including by requesting and receiving, for any approved claim,
8 the name of the Settlement Class Member, a description of the approved claim,
9 including dollar amounts to be paid as extraordinary or ordinary losses, and all
10 supporting documentation submitted. If counsel for the Settling Parties agree that
11 any such claim is improper, the Claims Administrator shall follow counsel's joint
12 direction regarding the disposition of the claim. If the Settling Parties cannot agree
13 on the disposition of a claim, the Settling Parties, upon the election of either Settling
14 Party, will submit the claim for disposition to a jointly agreed upon impartial third-
15 party claim referee for determination. If the Settling Parties are unable to agree upon
16 the selection of an impartial third-party claim referee for determination, a Settling
17 Party may move the Court for appointment of an impartial third-party claim referee
18 for determination. The Claims Administrator's determination of whether a
19 Settlement Claim is a Valid Claim shall be binding, subject to the above right of
20 review and challenge and the Dispute Resolution process set forth in ¶ 2.4. All claims
21 agreed to be paid in full by Simpson shall be deemed Valid Claims.

22 10.2 Checks for Valid Claims shall be mailed and postmarked, and
23 electronic payments shall be issued electronically, within sixty (60) days of the
24 Effective Date, or within thirty (30) days of the date that the claim is approved,
25 whichever is later.

26 10.3 All Settlement Class Members who fail to timely submit a claim for
27 any benefits hereunder within the time frames set forth herein, or such other period
28 as may be ordered by the Court, or otherwise allowed, shall be forever barred from

1 receiving any payments or benefits pursuant to the settlement set forth herein, but
2 will in all other respects be subject to, and bound by, the provisions of the Settlement
3 Agreement, the releases contained herein and the Judgment.

4 10.4 No Person shall have any claim against the Claims Administrator,
5 Simpson, Proposed Settlement Class Counsel, Proposed Class Representative, and/or
6 Simpson's counsel based on distributions of benefits, or the denial of benefits, to
7 Settlement Class Members.

8 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
9 **CANCELLATION, OR TERMINATION**

10 11.1 The Effective Date of the settlement shall be conditioned on the
11 occurrence of all of the following events:

- 12 a) The Court has entered the Preliminary Approval Order, as
13 required by ¶ 5.1;
14 b) The Court has entered the Judgment granting final approval to the
15 settlement as set forth herein; and
16 c) Judgment has become Final, as defined in ¶ 1.13.

17 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the
18 Effective Date does not occur, the Settlement Agreement shall be canceled and
19 terminated unless Proposed Settlement Class Counsel and Simpson's counsel
20 mutually agree in writing to proceed with the Settlement Agreement.

21 11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator
22 shall furnish to Proposed Settlement Class Counsel and to Simpson's counsel a
23 complete list of all timely and valid requests for exclusion (the "Opt-Out List"). In
24 the unlikely event that more than 2% of the Settlement Class Members opt-out,
25 Simpson shall have five (5) business days from the date the Claims Administrator
26 provides written notice to Simpson of the number of opt-outs to cancel the
27 Settlement.
28

1 11.4 In the event that the Settlement Agreement is not approved by the Court
2 or the settlement set forth in this Settlement Agreement is terminated in accordance
3 with its terms, (a) the Settling Parties shall be restored to their respective positions in
4 the Litigation and shall jointly request that all scheduled litigation deadlines be
5 reasonably extended by the Court so as to avoid prejudice to any Settling Party or
6 Settling Party's counsel, and (b) the terms and provisions of the Settlement
7 Agreement shall have no further force and effect with respect to the Settling Parties
8 and shall not be used in the Litigation or in any other proceeding for any purpose, and
9 any judgment or order entered by the Court in accordance with the terms of the
10 Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding
11 any statement in this Settlement Agreement to the contrary, no order of the Court or
12 modification or reversal on appeal of any order reducing the amount of attorneys'
13 fees, costs, expenses, and/or service award shall constitute grounds for cancellation
14 or termination of the Settlement Agreement. Further, notwithstanding any statement
15 in this Settlement Agreement to the contrary, Simpson shall be obligated to pay
16 amounts already billed or incurred for costs of notice to the Settlement Class, Claims
17 Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not, at any
18 time, seek recovery of same from any other party to the Litigation or from counsel to
19 any other party to the Litigation. In the event any of the releases or definitions set
20 forth in ¶¶ 1.23, 1.24, 1.25, 8.1, or 8.2 are not approved by the Court as written, the
21 Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph
22 shall apply to the Settling Parties and this Agreement unless Proposed Settlement
23 Class Counsel and Simpson's counsel mutually agree in writing to proceed with the
24 Settlement Agreement.

25 **XII. MISCELLANEOUS PROVISIONS**

26 12.1 The Settling Parties (i) acknowledge that it is their intent to
27 consummate this agreement; and (ii) agree to cooperate to the extent reasonably
28 necessary to effectuate and implement all terms and conditions of this Settlement

1 Agreement, and to exercise their best efforts to accomplish the terms and conditions
2 of this Settlement Agreement.

3 12.2 The Settling Parties intend this settlement to be a final and complete
4 resolution of all disputes between them with respect to the Litigation. The settlement
5 compromises claims that are contested and shall not be deemed an admission by any
6 Settling Party as to the merits of any claim or defense. The Settling Parties each agree
7 that the settlement was negotiated in good faith by the Settling Parties, and reflects a
8 settlement that was reached voluntarily after consultation with competent legal
9 counsel. The Settling Parties reserve their right to rebut, in a manner that such party
10 determines to be appropriate, any contention made in any public forum that the
11 Litigation was brought or defended in bad faith or without a reasonable basis. It is
12 agreed that no Party shall have any liability to any other Party as it relates to the
13 Litigation, except as set forth herein.

14 12.3 Neither the Settlement Agreement, nor the settlement contained herein,
15 nor any act performed or document executed pursuant to or in furtherance of the
16 Settlement Agreement or the settlement (i) is or may be deemed to be or may be used
17 as an admission of, or evidence of, the validity or lack thereof of any Released Claim,
18 or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be
19 deemed to be or may be used as an admission of, or evidence of, any fault or omission
20 of any of the Released Persons in any civil, criminal or administrative proceeding in
21 any court, administrative agency or other tribunal. Any of the Released Persons may
22 file the Settlement Agreement and/or the Judgment in any action that may be brought
23 against them or any of them in order to support a defense or counterclaim based on
24 principles of *res judicata*, collateral estoppel, release, good faith settlement,
25 judgment bar, or reduction or any other theory of claim preclusion or issue preclusion
26 or similar defense or counterclaim.

1 12.4 The Settlement Agreement may be amended or modified only by a
2 written instrument signed by or on behalf of all Settling Parties or their respective
3 successors-in-interest.

4 12.5 This Settlement Agreement contains the entire understanding between
5 Simpson and Plaintiff individually and on behalf of the Class Members regarding the
6 Litigation settlement and this Agreement, and this Agreement supersedes all previous
7 negotiations, agreements, commitments, understandings, and writings between
8 Simpson and Plaintiff, including between counsel for Simpson and Class Counsel, in
9 connection with the Litigation settlement and this Agreement. Except as otherwise
10 provided herein, each party shall bear its own costs.

11 12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class,
12 is expressly authorized by Plaintiff to take all appropriate actions required or
13 permitted to be taken by the Settlement Class pursuant to the Settlement Agreement
14 to effectuate its terms, and also are expressly authorized to enter into any
15 modifications or amendments to the Settlement Agreement on behalf of the
16 Settlement Class which they deem appropriate in order to carry out the spirit of this
17 Settlement Agreement and to ensure fairness to the Settlement Class.

18 12.7 Each counsel or other Person executing the Settlement Agreement on
19 behalf of any party hereto hereby warrants that such Person has the full authority to
20 do so.

21 12.8 The Settlement Agreement may be executed in one or more
22 counterparts. All executed counterparts and each of them shall be deemed to be one
23 and the same instrument.

24 12.9 The Settlement Agreement shall be binding upon, and inure to the
25 benefit of, the successors and assigns of the parties hereto.

26 12.10 The Court shall retain jurisdiction with respect to implementation and
27 enforcement of the terms of the Settlement Agreement, and all parties hereto submit
28

1 to the jurisdiction of the Court for purposes of implementing and enforcing the
2 settlement embodied in the Settlement Agreement.

3 12.11 All dollar amounts are in United States dollars (USD).

4 12.12 All settlement checks shall be void ninety (90) days after issuance and
5 shall bear the language: "This check must be cashed within ninety (90) days, after
6 which time it is void." If a check becomes void, the Settlement Class Member shall
7 have until six months after the Effective Date to request re-issuance. If no request for
8 re-issuance is made within this period, the Settlement Class Member will have failed
9 to meet a condition precedent to recovery of settlement benefits, the Settlement Class
10 Member's right to receive monetary relief shall be extinguished, and Simpson shall
11 have no obligation to make payments to the Settlement Class Member under
12 ¶¶ 2.2.1 and/or 2.2.2 or any other type of monetary relief. The same provisions shall
13 apply to any re-issued check. For any checks that are issued or re-issued for any
14 reason more than one hundred eighty (180) days from the Effective Date, requests
15 for further re-issuance will not be honored after such checks become void. For
16 monetary relief not cashed by Settlement Class Members and on the expiration of all
17 Settlement Class Members' right to receive said monetary relief, the Claims
18 Administrator shall submit the total of all such uncashed monetary relief to the
19 Electronic Privacy Information Center, which promotes internet privacy.

20 12.13 All agreements made and orders entered during the course of the
21 Litigation relating to the confidentiality of information shall survive this Settlement
22 Agreement.

23 IN WITNESS WHEREOF, the parties hereto have caused the Settlement
24 Agreement to be executed.

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MICHAEL RAY
Plaintiff

Approved as to Form:

**CLAYEO C. ARNOLD
A PROFESSIONAL CORP.**

M. Anderson Berry (262879)
865 Howe Avenue
Sacramento, CA 95825
Telephone: (916) 239-4778
Fax: (916) 924-1829
aberry@justice4you.com



Cassandra Payton
*On behalf of Simpson Strong-Tie Co.,
Inc.*

**LEWIS, BRISBOIS, BISGAARD
& SMITH, LLP**



Jon Kardassakis
*Attorneys for Defendant
Simpson Strong-Tie Co., Inc.*

1 Michael Ray

Michael Ray (Jun 4, 2025 17:51 EDT)

2 MICHAEL RAY
3 Plaintiff

4 **Approved as to Form:**

5 **CLAYEO C. ARNOLD**
6 **A PROFESSIONAL CORP.**

7 

8 M. Anderson Berry (262879)
9 865 Howe Avenue
10 Sacramento, CA 95825
11 Telephone: (916) 239-4778
12 Fax: (916) 924-1829
13 aberry@justice4you.com

Cassandra Payton
On behalf of Simpson Strong-Tie Co., Inc.

**LEWIS, BRISBOIS, BISGAARD
& SMITH, LLP**

Jon Kardassakis
*Attorneys for Defendant
Simpson Strong-Tie Co., Inc.*

EXHIBIT A

**Your claim must be
submitted online or
postmarked by:
_____, 2025**

Michael Ray v. Simpson Strong-Tie Co., Inc..
Case No. C24-01022
Superior Court of California, County of Contra Costa

**Simpson
Strong-Tie**

CLAIM FORM

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Class Member and you wish to receive Settlement benefits.

The **Class** includes all individuals residing in the United States to whom Defendant or its authorized representative sent notice of a Data Security Incident discovered on or about October 10, 2023.

The Class specifically **excludes**: (i) Simpson and Simpson's parents, subsidiaries, affiliates and any entity in which Simpson has a controlling interest; (ii) all individuals who make a timely election to be excluded from this settlement using the correct protocol for opting out; and (iii) all judges assigned to hear any aspect of this Litigation as well as their immediate family members. The Class Members consist of over 5,000 individuals. These individuals constitute the "Settlement Class" solely for purposes of certifying a settlement class in this Litigation.

Class Members may submit a claim form for: (1) Two years of Three-Bureau Credit Monitoring and Identity Theft Protection; (2) Reimbursement for documented Ordinary Out of Pocket Losses (not to exceed \$500 per Class Member); and (3) Reimbursement for Extraordinary Out of Pocket Losses (not to exceed \$5,000 per claim, and only one claim per Class Member)

Ordinary Out of Pocket Reimbursement Claims must be supported with documentation for reimbursement of the following out-of-pocket ordinary losses: (i) bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; (vii) fees for credit reports; (viii) credit monitoring or other identity theft insurance products (purchased between October 9, 2023 and the date of the close of the Claims Period).

You may also receive compensation for attested-to unreimbursed lost time spent remediating issues related to the Data Incident at the rate of **twenty dollars (\$20.00) per hour for up to four (4) hours**. Documentation of lost time is not required so long as a description of the time you spent is included in the appropriate space below.

Extraordinary Out of Pocket Reimbursement Claims are only available to a Settlement Class Member who was a victim of actual documented identity theft and the claim must be supported with documentation for monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Incident; (c) the loss occurred during the period from October 9, 2023, through and before the date of the close of the Claims Period; (d) the loss is not already covered by the "Compensation for Ordinary Losses" category; and (e) the claimant made reasonable efforts to avoid or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Credit Monitoring Services. Class Members are eligible to receive two (2) years of three-bureau identity-theft protection and credit monitoring services, including active credit monitoring and alert services, identity restoration and recovery services, and identity theft insurance for up to \$1,000,000 in losses with no deductible.

This Claim Form may be submitted electronically *via* the Settlement Website at www.SimpsonStrongTieDataSettlement.com or completed and mailed, including any supporting documentation, to: *Simpson Strong-Tie Data Incident Settlement, c/o Claims Administrator, [settlement admin address]*.

**Your claim must be submitted online or postmarked by:
____, 2025**

Michael Ray v. Simpson Strong-Tie Co., Inc.
Case No. C24-01022
Superior Court of California, County of Contra Costa

**Simpson
Strong-Tie**

CLAIM FORM

I. CLASS MEMBER NAME AND CONTACT INFORMATION	
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Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

--

Last Name

--

Street Address

--

State

--

Zip Code

--

Telephone Number

--

Notice ID Number
(provided on the Notice mailed or emailed to you)

(provided on the Notice mailed or emailed to you)

<p align="center">II. BENEFIT SELECTION(S)</p>	
---	--

A. ORDINARY EXPENSE REIMBURSEMENT

☐ Check this box if you are requesting Ordinary Expense Reimbursement for documented expenses up to a total of \$500.

You must submit supporting documentation demonstrating the out-of-pocket losses claimed.

Complete the chart below describing the supporting documentation you are submitting.

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Receipt for credit repair services</i>	<i>\$100</i>
TOTAL AMOUNT CLAIMED:	

**Your claim must be submitted online or postmarked by:
____, 2025**

Michael Ray v. Simpson Strong-Tie Co., Inc.
Case No. C24-01022
Superior Court of California, County of Contra Costa

**Simpson
Strong-Tie**

CLAIM FORM

- ☐ Check this box if you spent time remediating issues related to the Data Incident. You can submit a claim for reimbursement of \$20 per hour up to 4 hours (for a total of \$80). By checking this box, you are attesting that the activities you performed were related to the Data Incident and have not been reimbursed.

Indicate the approximate number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours

Provide a description of the actions taken remediating issues related to the Data Incident:

--

B. EXTRAORDINARY EXPENSE REIMBURSEMENT

- ☐ Check this box if you are requesting Extraordinary Expense Reimbursement of up to a total of \$5,000.

This benefit is only available to a Settlement Class Member who was a victim of actual documented identity theft and you must submit supporting documentation demonstrating extraordinary losses claimed.

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Receipt for credit repair services	\$100
TOTAL AMOUNT CLAIMED:	

C. CREDIT MONITORING

- ☐ Check this box if you wish to receive two (2) years of three-bureau identity-theft protection and credit monitoring services, including active credit monitoring and alert services, identity restoration and recovery services, and identity theft insurance for up to \$1,000,000 in losses with no deductible. On or shortly following the Effective Date you will be sent a code to activate this benefit, after which you will have 90 days from the effective date to activate this benefit.

III. PAYMENT SELECTION

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

**Your claim must be
submitted online or
postmarked by:
____, 2025**

Michael Ray v. Simpson Strong-Tie Co., Inc..
Case No. C24-01022
Superior Court of California, County of Contra Costa

**Simpson
Strong-Tie**

CLAIM FORM

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____-____

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

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

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

IV. ATTESTATION UNDER PENALTY OF PERJURY & SIGNATURE

I swear under penalty of perjury that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge and belief. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Superior Court for the state of California, County of Contra Costa
Michael Ray v. Simpson Strong-Tie Co., Inc., Case No. CV24-01022

IF YOU ARE AN INDIVIDUAL RESIDING IN THE UNITED STATES TO WHOM SIMPSON STRONG-TIE OR ITS AUTHORIZED REPRESENTATIVE SENT A NOTICE OF A DATA SECURITY INCIDENT DISCOVERED ON OR ABOUT OCTOBER 10, 2023, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A California state court authorized this Notice. You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached with Simpson Strong-Tie Co., Inc. (“Simpson Strong-Tie” or “Defendant”) in a class action lawsuit about a cyber-attack suffered by Simpson Strong-Tie.
- The lawsuit is captioned *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Case No. CV24-01022 (the “Litigation”), pending in the Superior Court of the state of California, County of Contra Costa. Simpson Strong-Tie denies each and all of the claims and contentions alleged against it and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Simpson Strong-Tie has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement as a Class Member as an individual residing in the United States to whom Defendant or its authorized representative sent notice of a Data Security Incident discovered on or about October 10, 2023, in which an unknown actor gained access to Simpson Strong-Tie’s systems and downloaded certain files from those systems which included the personal identifiable information of certain current and former Simpson Strong-Tie employees (the “Data Incident”).
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at <u>SimpsonStrongTieDataSettlement.com</u> or download the Claim Form from the Settlement Website and mail it to the Claims Administrator. You may also call or email the Claims Administrator to receive a paper copy of the Claim Form.</p>	_____, 2025
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.</p>	_____, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Claims Administrator about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for payment.</p>	_____, 2025
DO NOTHING	<p>Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
HOW TO GET A PAYMENT—MAKING A CLAIM.....	6
THE LAWYERS REPRESENTING YOU	7
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BASIC INFORMATION

1. Why was this Notice issued?

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

The Superior Court of the State of California, County of Contra Costa is overseeing this class action. The lawsuit is captioned *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Case No. CV24-01022. The individual that filed this lawsuit is called the “Plaintiff” and the company that was sued, Simpson Strong-Tie Co., Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that Private Information was compromised by the Data Incident that Simpson Strong-Tie suffered in October 2023.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all class

members, except for those who opt out from a settlement. In this Settlement, the Plaintiff / Class Representative is Michael Ray.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiff and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and to allow Class Members to receive payments from the Settlement. The Plaintiff and Class Counsel think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Class consists of all individuals residing in the United States to whom Defendant or its authorized representative sent notice of a Data Security Incident discovered on or about October 10, 2023.

6. Are there exceptions to being included?

Yes. The Class specifically excludes: (i) Simpson Strong-Tie and Simpson Strong-Tie's parents, subsidiaries, affiliates, officers and directors, and any entity in which Simpson Strong-Tie has 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) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members.

If you are not sure whether you are included in the Class, you can ask for free help by emailing or writing to Claims Administrator at:

[email address]

Simpson Strong-Tie Data Incident Settlement, c/o Claims Administrator, [address]

You may also view the Settlement Agreement at [SimpsonStrongTieDataSettlement.com].

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Simpson Strong-Tie will pay for valid and timely claims submitted by Class Members, as outlined in section 8 below.

In addition, Plaintiff has received assurances that Simpson Strong-Tie has implemented or will implement certain reasonable steps to enhance the security deployed to secure access to its data network. Defendant estimates the cost or value of these enhancements will exceed \$957,000, and will include the following data security measures:

- Purchase and deploy Data Security Posture Management System
- Purchase and deploy Zero Trust Endpoint Detection Security application
- Increase phishing awareness training and testing

8. How much will my payment be?

Payments will vary - Class Members may submit a claim form for: (1) Expense and Lost-Time Reimbursement (not to exceed \$500 per Class Member); (2) Extraordinary Expense Reimbursement (not to exceed \$5,000 per claim, and only one claim per Class Member); and/or (3) Credit Monitoring – Class Members can enroll in credit monitoring services.

Expense and Lost-Time Reimbursement Claims must be supported with documentation for reimbursement of the following out-of-pocket ordinary losses: (i) bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; (vii) fees for credit reports; (viii) credit monitoring or other identity theft insurance products (purchased between October 9, 2023 and the date of the close of the Claims Period).

You may also receive compensation for attested-to unreimbursed lost time spent remedying issues related to the Data Incident at the rate of **twenty dollars (\$20.00) per hour for up to four (4) hours**. Supporting documentation is not required to receive compensation for lost time. However, you must indicate on the claim form the approximate number of hours that you spent and provide a brief description of what you spent the time doing.

Extraordinary Expense Reimbursement Claims are only available to a Settlement Class Member who was a victim of actual documented identity theft and the claim must be supported with documentation for monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Incident; (c) the loss occurred during the period from October 9, 2023, to before the close of the Claims Period; (d) the loss is not an amount already covered by the “Compensation for Ordinary Losses” category; and (e) the claimant made reasonable efforts to avoid or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Credit Monitoring Services

Class Members are eligible to receive two (2) years of three-bureau identity-theft protection and credit monitoring, including credit monitoring alerts, identity restoration and recovery services, and identity theft insurance for up to \$1,000,000 in losses with no deductible. Class Members who submit a valid

claim for this benefit will be sent codes to activate this benefit following the Effective Date of the Settlement.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [SimpsonStrongTieDataSettlement.com].

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You may file a claim if you are a Class Member.

Claim Forms may be submitted online at [SimpsonStrongTieDataSettlement.com] or printed from the website and mailed to the Claims Administrator at: *Simpson Strong-Tie Data Breach Settlement*, c/o Claims Administrator, [address].

You may also contact the Claims Administrator to request a Claim Form by telephone 1-XXX-XXX-XXXX, by email [Email Address], or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by [**Deadline Date**]. If submitting a Claim Form online, you must do so by [**Deadline Date**].

12. When will I get my payment?

The Court will hold a final approval hearing on _____, 2025 to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Class Counsel for representing the Class, and whether to award a Service Award to the Class Representative who brought this lawsuit on behalf of the Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed M. Anderson Berry and Gregory Haroutunian of **Clayeo C. Arnold, APC** to represent you and the Class. You will not be charged directly for these lawyers; instead, they will receive compensation from Simpson Strong-Tie (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel has agreed to request, and Simpson Strong-Tie has agreed to pay, subject to Court approval, the amount of \$240,000.00 for attorneys' fees and costs and expenses.

Class Counsel will also seek a service award payment in the amount of \$2,000, subject to Court approval, for the Class Representative in recognition of his contributions to this lawsuit.

Court-approved attorneys' fees, costs and expenses, and the service award to the Class Representative will be paid separately by Simpson Strong-Tie and will not affect Class Member payments.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Class. This is called "opting out" of the Settlement. The deadline for requesting exclusion from the Settlement is [**Deadline Date**].

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- the case name and docket number: *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Contra Costa Superior Court, Case No. CV24-01022
- your full name;
- current address;
- personal signature; and

- the words “Request for Exclusion” or a comparable clear and concise statement that the individual does not wish to participate in the Settlement.

Your request for exclusion must be mailed to the Claims Administrator at the address below, postmarked no later than **[Deadline Date]**.

Simpson Strong-Tie Data Breach Settlement
ATTN: Exclusion Request
[address]

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

An objection must contain: (i) the objector’s full name, address, telephone number, and email address (if any); (ii) the case name and docket number, *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Contra Costa Superior Court, Case No. CV24-01022; (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (*e.g.*, copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Class Member); (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 in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to the Claims Administrator.

Any Class Member who does not submit a timely and adequate objection in accordance with above specifications waives the right to object other than by asking the Court to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

Objections must be mailed with a postmark date no later than **[Deadline Date]** to:

Ray v. Simpson Strong Tie Settlement, PO Box XXXXX, Santa Ana, Ca, 92799

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on _____, 2025 at _____ a.m./p.m. P.T., at _____, Courtroom _____, to decide whether to approve the Settlement, how much attorneys' fees and costs and expenses to award to Class Counsel for representing the Class, and whether to award a Service Award to the Class Representative who brought this lawsuit on behalf of the Class. If you are a Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www._____ for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was transmitted to the Claims Administrator on time.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [**SimpsonStrongTieDataSettlement.com**].

If you have additional questions, you may contact the Claims Administrator by email, phone, or mail:

Email: [Email Address]

Toll-Free: 1-XXX-XXX-XXXX

Mail: Simpson Strong-Tie Data Incident Settlement, c/o Claims Administrator, [address]

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Superior Court for the State of California, County of Contra Costa.

PLEASE DO NOT CONTACT THE COURT OR SIMPSON STRONG-TIE.

EXHIBIT C

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EXHIBIT C
(Preliminary Approval Order)

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

MICHAEL RAY, on behalf of himself
and on behalf of all others similarly
situated,

Plaintiff,

v.

SIMPSON STRONG-TIE CO., INC.,

Defendant.

Case No.: C24-01022

*[Assigned for all purposes to: Hon.
Edward G. Weil]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF PROPOSED CLASS
ACTION SETTLEMENT**

Complaint Filed: April 16, 2024
Trial Date: None

1 WHEREAS, the above-styled Action was filed on April 16, 2024;

2 WHEREAS, Plaintiff Michael Ray, (“Plaintiff”), individually and on behalf of
3 himself and the proposed Class (defined below), and Defendant Simpson Strong-Tie
4 Co., Inc. (“Simpson Strong-Tie” or “Defendant”), (collectively, the “Settling
5 Parties”), have entered into a Settlement Agreement (“Settlement Agreement”)
6 resolving the Action, subject to Court approval;

7 WHEREAS, the Action was settled as a result of arm’s-length negotiations,
8 investigation and informal discovery sufficient to permit counsel and the Court to act
9 knowingly, and counsel are well experienced in similar class action litigation; and

10 WHEREAS, Plaintiff, the proposed Class Representative, has moved the Court
11 for entry of an order preliminarily approving the Settlement, conditionally certifying
12 the Class for settlement purposes only, and approving the form and method of notice
13 upon the terms and conditions set forth in the Settlement Agreement, together with all
14 exhibits thereto.

15 WHEREAS, the Court having considered the Settlement Agreement, together
16 with all exhibits thereto and records in this case, and the arguments of counsel and for
17 good cause appearing, hereby orders as follows:

18 **I. CONDITIONAL CERTIFICATION OF THE CLASS**

19 1. Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action
20 Settlement is GRANTED. The terms defined in the Settlement Agreement shall have
21 the same meaning in this Order.

22 2. Having made the findings set forth below, the Court conditionally
23 certifies the following Class for settlement purposes only:

24 All individuals residing in the United States to whom Defendant
25 or its authorized representative sent notice of a Data Security
26 Incident discovered on or about October 10, 2023.

27 3. Excluded from the Class are: (i) Simpson Strong-Tie and Simpson
28 Strong-Tie’s parents, subsidiaries, affiliates, officers and directors, and any entity in
which Simpson Strong-Tie has a controlling interest; (ii) all individuals who make a

1 timely election to be excluded from this proceeding using the correct protocol for
2 opting out; and (iii) all judges assigned to hear any aspect of the Litigation, as well as
3 their immediate family members.

4 4. For settlement purposes only, with respect to the Class, the Court
5 preliminarily finds the prerequisites for a class action pursuant to California Code of
6 Civil Procedure 382 have been met, in that: (a) the Class is so numerous that joinder
7 of all individual Class Members in a single proceeding is impracticable; (b) questions
8 of law and fact common to all Class Members predominate over any potential
9 individual questions; (c) the claims of the Plaintiff are typical of the claims of the
10 Class; (d) Plaintiff and proposed Class Counsel will fairly and adequately represent
11 the interests of the Class; and (e) a class action is the superior method to fairly and
12 efficiently adjudicate this controversy.

13 5. The Court hereby appoints Plaintiff as Class Representative for the
14 Class.

15 6. The Court hereby appoints M. Anderson Berry and Gregory Haroutunian
16 of Clayco C. Arnold, A Professional Corp. as Class Counsel.

17 **II. PRELIMINARY APPROVAL**

18 7. The terms of the Settlement, including its proposed release, are
19 preliminarily approved as within the range of fair, reasonable, and adequate, and are
20 sufficient to warrant providing notice of the Settlement to the Class in accordance
21 with the Notice Plan, and are subject to further and final consideration at the Final
22 Approval Hearing provided for below. In making this determination, the Court
23 considered the fact that the Settlement is the product of arm's-length negotiations and
24 conducted by experienced and knowledgeable counsel, the current posture of the
25 Action, the benefits of the Settlement to the Class, and the risk and benefits of
continuing litigation to the Settling Parties and the Class.

26 8. As provided for in the Settlement Agreement, if the Court does not grant
27 final approval of the Settlement or if the Settlement is terminated or cancelled in
28 accordance with its terms, then the Settlement, and the conditional certification of the

1 Class for settlement purposes only provided for herein, will be vacated and the Action
2 shall proceed as though the Class had never been conditionally certified for settlement
3 purposes only, with no admission of liability or merit as to any issue, and no prejudice
4 or impact as to any party's position on the issue of class certification or any other
5 issue in the case.

6 **III. NOTICE OF THE SETTLEMENT TO THE CLASS**

7 9. The Court appoints Simpluris, Inc. as the Settlement Administrator. The
8 responsibilities of the Settlement Administrator are set forth in the Settlement
9 Agreement.

10 10. The Court has considered the Notice provisions of the Settlement, the
11 Notice Plan set forth in the Settlement Agreement and the Short Notice, Email Notice,
12 and Long Form Notice, attached as Exhibits D-1, D-2, and B to the Settlement
13 Agreement, respectively. The Court finds that the direct emailing and/or mailing of
14 Notice in the manner set forth in the Notice Plan is the best notice practicable under
15 the circumstances, constitutes due and sufficient notice of the Settlement and this
16 Order to all persons entitled thereto, and is in full compliance with applicable law and
17 due process. The Court approves as to form and content the Short Notice, Email
18 Notice, and Long Form Notice in the forms attached as Exhibits D-1, D-2, and B,
19 respectively, to the Settlement Agreement. The Court orders the Settlement
20 Administrator to commence the Notice Plan following entry of this Order in
21 accordance with the terms of the Settlement Agreement.

22 11. The Court approves as to form and content the Claim Form attached as
23 Exhibit A to the Settlement Agreement.

24 12. Class Members who qualify for and wish to submit a Claim Form under
25 the Settlement shall do so in accordance with the requirements and procedures of the
26 Settlement Agreement and the Claim Form under which they are entitled to seek
27 relief. The Claim Deadline is 90 days after the Notice Commencement Date. All Class
28 Members who fail to submit a claim in accordance with the requirements and
procedures of the Settlement Agreement and respective Claim Form shall be forever

1 barred from receiving any such benefit but will in all other respects be subject to and
2 bound by the provisions of the Settlement and the releases contained therein.

3 **IV. REQUESTS FOR EXCLUSION FROM THE CLASS**

4 13. Each person wishing to opt out of the Class must individually sign and
5 timely submit written notice of such intent to the designated Post Office box
6 established by the Settlement Administrator. The written notice must clearly manifest
7 the Person's intent to be excluded from the Settlement. To be effective, written notice
8 must be postmarked no later than 60 days after the Notice Commencement Date.

9 14. Persons who submit valid and timely notices of their intent to be
10 excluded from the Class shall neither receive any benefits of nor be bound by the
11 terms of the Settlement.

12 15. Persons falling within the definition of the Class who do not timely and
13 validly request to be excluded from the Class shall be bound by the terms of the
14 Settlement, including its releases, and all orders entered by the Court in connection
15 therewith.

15 **V. OBJECTIONS**

16 16. Each Class Member desiring to object to the Settlement in writing must
17 submit a timely written notice of his or her objection to Class Counsel and counsel
18 for Simpson Strong-Tie. Such notice must include: (i) the objector's full name,
19 address, telephone number, and email address (if any); (ii) the case name and docket
20 number, *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Contra Costa County, Superior
21 Court Case No. CV24-01022; (iii) information identifying the objector as a Class
22 Member, including proof that the objector is a member of the Class (e.g., copy of
23 original notice of the Data Breach or a statement explaining why the objector believes
24 he or she is a Class); (iv) a written statement of all grounds for the objection,
25 accompanied by any legal support for the objection the objector believes applicable;
26 (v) the identity of all counsel representing the objector in connection with the
27 objection; (vi) a statement whether the objector and/or his or her counsel will
28 personally appear at the Final Approval Hearing; and (vii) the objector's signature or

1 the signature of the objector's duly authorized attorney or other duly authorized
2 representative.

3 17. To be timely, written notice of an objection in the appropriate form must
4 be mailed, with a postmark date no later than the Objection Date, to the settlement
5 administrator.

6 18. The court in its discretion may hear from any Settlement Class Member
7 who attends the Final Approval hearing and asks to speak regarding his or her
8 objection regardless of whether that Settlement Class Member submitted a written
9 objection.

10 19. Unless otherwise ordered by the Court, any Class Member who does not
11 timely object in the manner prescribed above shall be deemed to have waived all such
12 objections and shall forever be foreclosed from making any objection to the fairness,
13 adequacy, or reasonableness of the Settlement, including its releases, the Order and
14 Judgment approving the Settlement, and Class Counsels' motion for a Fee Award and
15 Costs and Plaintiff's Service Award.

16 **VI. THE FINAL APPROVAL HEARING**

17 20. The Court will hold a Final Approval Hearing on [Date], at [Time] __.m.,
18 at the Contra Costa County Courthouse, 725 Court Street, Martinez, CA 94553,
19 Department 12, to consider: (a) whether certification of the Class for settlement
20 purposes only should be confirmed; (b) whether the Settlement should be approved
21 as fair, reasonable, adequate and in the best interests of the Class; (c) the application
22 by Class Counsel for an award of attorneys' fees, costs and expenses as provided for
23 under the Settlement; (d) the application for Plaintiff's service award as provided for
24 under the Settlement; (e) whether the release of Released Claims as set forth in the
25 Settlement should be provided; (f) whether the Court should enter the [Proposed]
26 Final Order and [Proposed] Judgment; and (g) ruling upon such other matters as the
27 Court may deem just and appropriate. The Final Approval Hearing may, from time to
28 time and without further notice to Class Members, be continued or adjourned by order
of the Court.

21. No later than [16 court days prior to the Final Approval Hearing], the Plaintiff shall file their Motion for Final Approval of Class Action Settlement and their Motion for Award of Attorneys' Fees and Expenses and Plaintiff's Service Awards. No later than [5 court days prior to the Final Approval Hearing], Plaintiff shall file his Reply Brief in Support of Motion for Final Approval of Class Action Settlement Agreement and their Reply Brief in Support of Motion for Award of Attorneys' Fees and Expenses and Plaintiff's Service Awards, including as needed to respond to any valid and timely objections.

22. The related periods for events preceding the Final Approval Hearing are as follows:

Event	Timing
Simpson Strong-Tie to provide Settlement Administrator with Class Member Information	No later than 14 days after entry of this Order
Notice Commencement Date	Within 30 days after entry of this Order
Claims Deadline	90 days after the Notice Commencement Date
Opt-Out Deadline	60 days after the Notice Commencement Date
Objection Deadline	60 days after the Notice Commencement Date
Motion for Final Approval and Motion for Attorneys' Fees and Expenses and Service Awards	16 court days prior to the Final Approval Hearing
Reply Papers in Support of Final Approval and in Support of Motion for Attorneys' Fees and Expenses and Service Awards	5 court days prior to the Final Approval Hearing
Final Approval Hearing	(at least 114 days after Notice Commencement Date)

23. Any action brought by a Class Member concerning a Released Claim shall be stayed pending final approval of the Settlement.

IT IS SO ORDERED.

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Dated: _____

HON. EDWARD G. WEIL
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

To all individuals residing in the United States to whom Simpson Strong-Tie or its authorized representative sent notice of a Data Security Incident discovered on or about October 10, 2023, a proposed class action settlement may affect your rights.

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit SimpsonStrongTieDataSettlement.com.

A California state court has authorized this Notice.

This is not a solicitation from a lawyer.

Simpson Strong-Tie Data Breach Settlement
c/o Claims Administrator
[address block]

«ScanString»

Postal Service: Please do not mark barcode.

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Why am I receiving this notice? You are receiving this Notice because the records of Simpson Strong-Tie Co. Inc., ("Simpson Strong-Tie" or "Defendant") show that your Private Information may have been compromised in a cyber-attack suffered by Simpson Strong-Tie in October 2023 ("Data Incident"). You are therefore likely a Class Member eligible to receive relief under this class action settlement.

What are the Settlement Benefits? Under the Settlement, Simpson Strong-Tie will pay for valid claims submitted by Class Members, summarized below:

- Expense and Lost-Time Reimbursement Claims – Documented expenses up to a total of \$500 per Class Member.
 - Lost Time Compensation - \$20 per hour for up to 4 hours (for a total of \$80, subject to the \$500 cap).
- Extraordinary Expense Reimbursement – For victims of documented identity theft up to a total of \$5,000 per Class Member.
- Credit Monitoring – Class Members can enroll in two years of credit monitoring and identity restoration and recovery services.

Please visit SimpsonStrongTieDataSettlement.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at SimpsonStrongTieDataSettlement.com, to be eligible to receive a Settlement benefit. Your completed Claim Form must be **submitted online or mailed to the Claims Administrator, postmarked by _____**.

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against the Released Parties, including Simpson Strong-Tie. You may **Opt-Out** of or **Object** to the Settlement by _____. Please visit SimpsonStrongTieDataSettlement.com for more information on how to Opt-Out of or Object to the Settlement.

Do I have a Lawyer in this Case? Yes, the Court appointed M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, APC to represent you and the Class. You will not be charged directly for these lawyers; instead, they will receive compensation from Simpson Strong-Tie (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing on _____, to consider whether to approve the Settlement, service award to the Plaintiff, and a request for attorneys' fees and expenses for Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This notice is only a summary. For more information, visit SimpsonStrongTieDataSettlement.com or call 1-XXX-XXX-XXXX.

BRM

Postage

Simpson Strong-Tie Data Breach
Settlement
c/o Claims Administrator
[address block]

CLAIM FORM

To submit a claim for Credit Monitoring and/or compensation for time spent dealing with the effects of the Data Incident, please complete, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than** _____ **202** ____.

Note: Claims for out-of-pocket expense reimbursement require supporting documentation and therefore must be submitted online at **SimpsonStrongTieDataSettlement.com** or mailed to the Settlement Administrator with a separate Claim Form available online.

Contact Information (*Please fill in completely.*)

Name: _____ Email Address: _____

Address: _____

City, State, Zip Code: _____

CREDIT MONITORING: To receive the credit monitoring and identity theft protection offered as part of the settlement, check the box: ☐

LOST TIME: Check this box if you also want compensation for time spent time remedying issues related to the Data Incident. ☐

Indicate the approximate number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours

Provide a short description of the actions taken remediating issues related to the Data Incident:

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SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this claim form is true and correct to the best of my knowledge.

Signature: _____

Date: _____

To: [Class Member Email Address]
From: Simpson Strong-Tie Data Breach Settlement - Claims Administrator
Subject: Notice of Proposed Class Action Settlement – Ray v. Simpson Strong-Tie Co., Inc.

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To all individuals whose Private Information was compromised by a Data Incident that Simpson Strong-Tie Co. Inc., initially discovered in October of 2023, a proposed class action settlement may affect your rights.

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

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

A settlement has been reached to resolve a class action lawsuit against Simpson Strong-Tie Co. Inc., (“Simpson Strong-Tie” or “Defendant”) as a result of a cyber-attack suffered by Simpson Strong-Tie in which Private Information of Class Members may have been compromised. Simpson Strong-Tie discovered the cyber-attack in October of 2023 (“Data Incident”). The case is called *Micheal Ray v. Simpson Strong-Tie Co. Inc.*, Case No. C24-01022, in the Superior Court of the state of California, County of Contra Costa.

Why am I receiving this notice?

You are receiving this Notice because the records of Simpson Strong-Tie show that your Private Information may have been compromised as a result of the Data Incident. You are therefore likely a Class Member eligible to receive relief under this class action settlement.

Who’s Included in the Class?

The Class includes all individuals residing in the United States to whom Defendant or its authorized representative sent notice of a Data Security Incident discovered on or about October 10, 2023.

What are the Settlement Benefits?

Under the Settlement, Simpson Strong-Tie will pay for valid and timely claims submitted by Class Members, summarized below:

- Expense and Lost-Time Reimbursement Claims – Documented expenses up to a total of \$500 per Class Member.
 - Lost Time Compensation - \$20 per hour for up to 4 hours (for a total of \$80, subject to the \$500 cap).
- Extraordinary Expense Reimbursement – For victims of documented identity theft up to a total of \$5,000 per claim (and only one claim per Class Member).
- Credit Monitoring – Class Members can enroll for two years of three bureau credit monitoring and identity restoration and recovery services.

Please visit SimpsonStrongTieDataSettlement.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits?

You must submit a Claim Form, available at SimpsonStrongTieDataSettlement.com, to be eligible to receive a Settlement benefit. Your completed Claim Form must be submitted online or mailed to the Claims Administrator, postmarked by _____.

What are my other options?

If you Do Nothing, you will be legally bound by the terms of the Settlement, and you will release your claims against the Released Parties, including Simpson Strong-Tie. You may Opt-Out of or Object to the Settlement by _____. Please visit SimpsonStrongTieDataSettlement.com for more information on how to Opt-Out of or Object to the Settlement.

Do I have a Lawyer in this Case?

Yes, the Court appointed M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, APC to represent you and the Class. You will not be charged directly for these lawyers; instead, they will move for an award of attorneys' fees up to \$240,000 to be paid by Defendant (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing.

The Court will hold a Final Approval Hearing on _____, to consider whether to approve the Settlement, service award to the Plaintiff, and a request for attorneys' fees and expenses for Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This notice is only a summary.

For more information, visit SimpsonStrongTieDataSettlement.com or call toll-free 1-XXX-XXX-XXXX.

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