

INDIANA COMMERCIAL COURT

STATE OF INDIANA) IN THE ST. JOSEPH SUPERIOR COURT

)
COUNTY OF ST. JOSEPH) CAUSE NO: 71D04-2508-CE-000011

IN RE: STEEL WAREHOUSE DATA)
INCIDENT LITIGATION)

)
This Document Relates To: All Actions)

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

Court:	St. Joseph Superior Court No. 4, Indiana Commercial Court Docket
Defendant:	Steel Warehouse Company, LLC
Plaintiffs/Class Representatives:	Tim O'Toole and James Miller (with Defendant, the "Parties")
Class Counsel:	Lynn A. Toops and Amina A. Thomas of CohenMalad, LLP
Settlement Administrator:	Simpluris
Data Incident:	The data incident involving the potential exposure to unauthorized third parties of the confidential, personal information on Defendant's information systems that occurred on or around January 23, 2025
Settlement Class:	All individuals whose personal identifying information may have been compromised as a result of the Data Incident, as identified on the Class List.
Credit Monitoring Services:	1 year of 1-bureau credit monitoring that includes identity theft insurance with at least \$1,000,000 in coverage, available only to Class Members who submit a valid and timely claim and activate the service within 45 days after issuance of an activation code.
Out-of-Pocket Losses Maximum Payment Amount:	\$5,000 per claimant, subject to documentation and causation.
Lost Time Payment Amount:	\$20 per hour, up to 3 hours per claimant
Alternative Cash Payment Amount:	\$40 per claimant
Costs of Notice and Administration:	To be paid separately by Defendant.
Attorneys' Fees Amount:	\$182,500, to be paid by Defendant
Service Award Amount:	\$2,250, per Class Representative, to be paid by Defendant
Release of Liability:	Set forth below and in paragraphs 9 and 10 of Exhibit E

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, or agreed to by the Parties in writing, the following dates and deadlines apply to this Class Action Settlement Agreement (the “**Agreement**”). All dates and deadlines will be calculated in conformity with Indiana Trial Rule 6.

<i>Event</i>	<i>Date/Deadline</i>
Date of Execution	First date on which the Agreement has been signed by all Parties, as indicated on the signature page
Deadline to Move for Preliminary Approval	7 days after the Date of Execution
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Provide the Class List	7 days after Date of Execution
Deadline to Send Notice	30 days after Date of Preliminary Approval
Deadline to File Motion for Attorneys’ Fees and Service Awards	15 days before Deadline to Object
Deadline to Object	60 days after Deadline to Send Notice
Deadline to Opt-Out	60 days after Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	3 days after Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval	No later than 7 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (Parties to request a date approximately 120 days after Preliminary Approval Order)
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	The 31st day after the Court enters the Final Approval Order, provided no objections are made and no appeal is filed by that date. Otherwise, the 31st day after the date on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Attorneys’ Fees	7 days after Date of Final Approval
Deadline to Pay Service Awards	7 days after Effective Date
Deadline to Submit Claims	120 days after Deadline to Send Notice
Deadline to Process Claims	21 days after Deadline to Submit Claims
Deadline to Cure Claims	21 days after mailing of a deficiency letter
Deadline to Fund the Settlement	7 days after the Settlement Administrator provides the amount due for all valid claims
Deadline to Pay Valid Claims	21 days after the Deadline to Fund the Settlement
Date Settlement Payments Expire	120 days after issuance

1. Recitals.

On May 12, 2025, Tim O'Toole filed a class action complaint against Defendant relating to the Data Incident in the Court under Cause No. 71D04-2505-PL-000123. On May 13, 2025, James Miller filed a class action complaint against Defendant relating to the same Data Incident in the Court under Cause No. 71D04-2505-PL-000126. On July 22, 2025, the Court entered an order consolidating the two actions under Cause No. 71D04-2508-CE-000011 (the “**Consolidated Litigation**”).

On August 13, 2025, Plaintiffs filed a Consolidated Class Action Complaint in the Consolidated Litigation against Defendant, alleging generally that Defendant failed to employ adequate data security measures, which resulted in the Data Incident in which Plaintiffs’ and Settlement Class Members’ information was exposed to cybercriminals. Plaintiffs brought claims for negligence and negligence per se, breach of implied contract, breach of bailment, and invasion of privacy.

On September 19, 2025, Defendant filed an Answer and Affirmative Defenses to Plaintiffs’ Consolidated Class Action Complaint. Defendant denied that it failed to employ adequate data security measures, denied all liability and fault related in any way to the Data Incident, and denied the claims made by Plaintiffs.

The parties then engaged in discovery and litigation through the filing of witness and exhibit lists, propounding and responding to interrogatories and requests for production, and entering into a Stipulated Protective Order.

Having conducted discovery, the parties expressed a mutual desire to explore a negotiated, class-wide resolution. The parties agreed to participate in a mediation with the Honorable Heather Welch (ret.), who formerly served as a judge of the Marion Superior Court No. 1, overseeing the Indiana Commercial Court Docket, and who has experience mediating resolutions of other data breach class actions.

On March 23, 2026, the parties participated in a full-day, arm’s-length mediation facilitated by Judge Welch, but the parties did not reach a settlement. Following Judge Welch's continued post-mediation efforts, on April 6, 2026, the parties reached an agreement in principle to resolve the dispute. The parties then negotiated the detailed terms of this agreement.

Defendant continues to deny any wrongdoing or liability relating to the Plaintiffs’ claims. Defendant is entering into this agreement to avoid the risks, delays, and expense of litigation and to obtain a class-wide release of liability relating to Plaintiffs’ claims regarding the Data Incident.

Plaintiffs continue to assert the merits of their claims. Plaintiffs are entering into this agreement to obtain a recovery while avoiding the risks, delays, and expense of continued litigation.

2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This Agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this Agreement:

Exhibit A – the “**Summary Notice**”

Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Claim Form**”

Exhibit D – the “**Preliminary Approval Order**”

Exhibit E – the “**Final Approval Order**”

3. Benefits to Class Members.

“**Class Member**” means any person who is included in the definition of the Settlement Class and who does not timely submit a request to be excluded as provided in Section 6.4. Every Class Member may make a claim for Credit Monitoring Services. In addition, every Class Member may make a claim for either: (A) Out-of-Pocket Losses and/or Lost Time; or (B) an Alternative Cash Payment, each as defined below. A Class Member may claim these benefits by submitting a completed Claim Form to the Settlement Administrator that is postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website (as defined in Section 6.3). All claims will be processed to determine their validity as set forth in Section 4.

3.1.1. Claims for Credit Monitoring Services.

The Settlement Administrator will make the Credit Monitoring Services available for all Class Members who make a valid claim for Credit Monitoring Services and Defendant will pay the costs of the Credit Monitoring Services.

3.1.2. Claims for Out-of-Pocket Losses.

“**Out-of-Pocket Losses**” means unreimbursed out-of-pocket expenses incurred by a Class Member that are directly traceable (as determined by the Settlement Administrator) to the Data Incident, including but not limited to: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between the date of the Data Incident and the Deadline to Submit Claims; and (iii) actual fraud that occurred between the date of the Data Incident and the Deadline to Submit Claims.

Defendant will pay all valid claims for Out-of-Pocket Losses only up to the per claimant limit set forth under the Out-of-Pocket Losses Maximum Payment Amount on the Key Terms Page. A claim for Out-of-Pocket Losses must be supported by acknowledging a statement on the claim form that the loss has not been reimbursed and by contemporaneous third-party documentation sufficient to establish the loss, the amount of the loss, and that the loss is fairly traceable to the Data Incident.

3.1.3. Claims for Lost Time.

“Lost Time” means time spent by a Class Member relating to the Data Incident, including but not limited to, time spent acquiring credit freezes, remedying actual fraud, monitoring statements, etc. A claim for Lost Time must be supported by acknowledging a sworn statement on the claim form that the time was spent relating to the Data Incident. Defendant will pay all valid claims for Lost Time up to the per claimant limit set forth under the Lost Time Payment Amount on the Key Terms Page.

3.1.4. Claims for an Alternative Cash Payment.

“Alternative Cash Payment” means a cash payment to be made whether or not a Class Member also submits a claim for Credit Monitoring Services, but in lieu of any claim for Out-of-Pocket Losses or Lost Time.

Defendant will pay all valid claims for an Alternative Cash Payment in the Alternative Cash Payment Amount listed on the Key Terms Page.

4. Claims Processing and Provision of Settlement Benefits.

4.1. Settlement Administrator’s Duties and Discretion in Processing Claims.

The Settlement Administrator will be responsible for collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel and Defense Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of the Agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether documentation is sufficient to support any claim for Out-of-Pocket Losses or Lost Time. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 4.3 to allow the Class Member a chance to cure the deficiency.

Defendant shall have the right to receive periodic claims reports, audit claims, and direct the Settlement Administrator to apply reasonable additional fraud-prevention measures. The Settlement Administrator shall deny any claim that is facially deficient, duplicative, fraudulent, unsupported, untimely, or

inconsistent with the requirements of this Agreement. The Settlement Administrator shall be solely responsible for determining the validity of any claim.

4.2. Determining the Validity of Claims.

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the “**Basic Claim Requirements**”): (i) the claim must be submitted by a Class Member or the Class Member’s authorized legal representative; (ii) the information required to process the claim on the Claim Form must have been completed (i.e., name, address, etc.); and (iii) the original claim must have been submitted on or before the Deadline to Submit Claims.

A claim for Credit Monitoring Services and/or for an Alternative Cash Payment will be valid so long as it meets the Basic Claim Requirements.

A claim for Out-of-Pocket Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by written documentation of the loss (receipts, bank statements, etc.) sufficient to satisfy the Settlement Administrator that the loss is fairly traceable to the Data Incident.

A claim for Lost Time will be valid so long as it meets the Basic Claim Requirements, provides a description of the time spent, and the claimant asserts under oath that the time was spent as a result of the Data Incident.

No later than the Deadline to Process Claims, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient. No claim shall be valid unless the claimant submits the claim under penalty of perjury. The Settlement Administrator shall reject duplicate claims, claims submitted by persons not on the Class List, claims lacking required documentation, claims that fail to establish a direct and fairly traceable connection to the Data Incident, and claims seeking amounts already reimbursed or reimbursable by third parties.

4.3. Processing Deficient Claims and Opportunity to Cure.

If the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information by the Deadline to Cure Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

4.4. Payment of Valid Claims.

After the Deadline to Cure Claims has passed for all claims, the Settlement Administrator must promptly determine the validity and amount of all timely submitted claims and must report to Defendant the amount necessary to provide the payments and Credit Monitoring Services required to satisfy all valid claims. Defendant must pay that amount to the Settlement Administrator no later than the Deadline to Fund the Settlement. No later than the Deadline to Pay Valid Claims, the Settlement Administrator must pay the valid claims (by check or electronic payment, as indicated by the claimant on the Claim Form) and provide the Credit Monitoring Services.

The Settlement Administrator shall report to Class Counsel and Defendant on a periodic basis, or as requested, regarding the status of valid, invalid, and deficient claims.

5. Releases.

Upon the Effective Date, and in consideration of the settlement relief and other consideration described in this Agreement, the Class Representatives and the Class Members, and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities (“**Releasing Parties**”), shall be deemed to have, and by operation of the Final Approval Order shall have, released and forever discharged Defendant, and all of their respective past, present, and future employees, officers, directors, affiliates, agents, vendors, attorneys, insurers, predecessors, successors, parent companies, operating companies, subsidiaries, and shareholders (the “**Releasees**”) from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief, past and future, arising out of or in any way related to the Data Incident, including the claims asserted or which could have been asserted in the Litigation relating to the Data Incident (the “**Released Claims**”). The Released Claims include unknown claims. Class Representatives and Class Members acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true, but they nevertheless intend to release all Released Claims. Upon the Effective Date: (a) this Agreement shall be the exclusive remedy for any and all Released Claims of Class Representatives and Class Members; and (b) Class Representatives and Class Members stipulate to be and shall be permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claim against the Releasees, whether on behalf of Class Representatives, any Class Member, or others, in any jurisdiction.

6. Process for Court Approval of Settlement.

This Agreement is contingent on the Parties obtaining Court approval of the Agreement.

6.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representatives must move the Court to enter the Preliminary Approval Order. Defendant will not oppose the motion, including not opposing class certification of the Settlement Class for purposes of settlement. The Settlement Class will exclude the Judge assigned to evaluate the fairness of this Agreement, and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

6.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendant must provide the Settlement Administrator with information sufficient for the Settlement Administrator to mail each member of the Settlement Class the Summary Notice (the “**Class List**”). Before sending notice, the Settlement Administrator must update the addresses provided using the United States Postal Service’s National Change of Address service.

6.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

- (a) Establish at a URL agreed to by Class Counsel and Defendant’s counsel (the “**Settlement Website**”) and post the Detailed Notice and the Claim Form to the Settlement Website, along with any other case documents requested to be posted by Class Counsel
- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator
- (c) Mail the Summary Notice by United States mail to all persons on the Class List

If any mailed Summary Notice is returned as undeliverable with a forwarding address, then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address, then the Settlement Administrator must attempt to locate the correct address

through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search, if any.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

6.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice no later than the Deadline to Opt-Out. Any person who submits a valid and timely request to opt-out will be excluded from the Agreement, will not receive the benefits of the Agreement, and will not be bound by any of its terms, including the Releases set forth in Paragraph 5 of the Agreement. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Agreement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendant.

6.5. Right of Class Members to Object.

Any Class Member may object to the Agreement by complying with the requirements to submit an objection set forth in the Detailed Notice no later than the Deadline to Object.

6.6. Final Approval.

At the final approval hearing, the Class Representatives and Defendant must move the Court to enter the Final Approval Order.

6.7. Effective Date.

The Agreement will become effective and binding only on the Effective Date.

7. Attorneys' Fees and Service Awards

No later than the Deadline to File Motion for Fees and Service Awards, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus service awards of up to the Service Award Amount listed on the Key Terms Page. Defendant agrees to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Attorneys' Fees, Defendant must pay Class Counsel the amounts awarded by the Court for attorneys' fees.

No later than the Deadline to Pay Service Awards, Defendant must pay Class Counsel the amounts awarded by the Court for service awards, and Class Counsel must promptly forward the payment to the recipients awarded by the Court.

8. No Admission of Liability

Defendant is entering into this Agreement solely to compromise and settle the Litigation and to avoid the expense and uncertainty of continued litigation. This Agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendant expressly denies any wrongdoing, misconduct, or liability in or arising out of the Litigation.

This Agreement, the settlement negotiations, and all related filings, communications, and orders shall not be offered, admitted, or used in any action or proceeding for any purpose, except as necessary to enforce the Agreement or obtain Court approval.

9. Termination of Agreement

If the Effective Date does not occur, or if the Court otherwise imposes any modification to or condition to approval of the Agreement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

Defendant shall have the option to terminate this Agreement if more than 5% of the persons who are part of the Settlement Class opt-out of the Settlement Class. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement no later than the Deadline to Terminate for Opt-Outs or the option to terminate shall be considered waived.

Defendant may also terminate this Agreement if: (a) the Court declines to approve any material term; (b) the Court requires any material modification not accepted by Defendant; (c) the Court awards fees, expenses, or service awards above the agreed caps; or (d) the Effective Date does not occur.

If this Agreement is terminated or does not become effective, the Parties will proceed in the Litigation as though this Agreement had never been executed. The Parties will jointly file a status report requesting that the Court reopen the case. In that event, this Agreement will have no force or effect and may not be used in this Litigation or in any other action or proceeding for any purpose. Any order entered by the Court in connection with this Agreement will be deemed vacated.

If this Agreement is terminated or fails to become effective, all funds paid by Defendant shall be promptly returned to Defendant. However, Defendant shall have no right to seek from the Class Representatives, Class Counsel, or the Settlement Administrator the Costs of Notice and Administration already paid or incurred.

After payment of any Costs of Notice and Administration that have been incurred and are due to be paid from Defendant, the Settlement Administrator shall return the balance to Defendant.

10. Additional Terms

10.1. Agreement to Effectuate This Settlement

The Class Representatives, Class Counsel, Defendant, and Defendant's counsel agree to undertake their reasonable best efforts to effectuate this Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this Agreement.

10.2. Integration Clause

This Agreement, including all exhibits to it, constitutes the entire agreement between the Parties, can be modified only in writing, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of this Agreement. The Agreement is an integrated agreement, and no promise, inducement, or agreement separate from this Agreement has been made to the Parties. The terms of this Agreement, including all exhibits to it, are binding upon and inure to the benefit of each of the Parties and their respective successors, heirs, and assigns.

10.3. Execution in Counterparts and by Electronic Signature

This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

10.4. No Construction Against the Drafter

Each Party has participated in negotiating and drafting this Agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party. Further, each Party represents that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

10.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This Agreement shall be governed by Indiana law. The Court presiding over the Consolidated Litigation shall retain exclusive jurisdiction over the administration, interpretation, implementation, and enforcement of this Agreement, the Preliminary Approval Order, and the Final Approval Order.

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11. Signatures

Each Party is signing as of the date indicated next to that Party's signature.

**STEEL WAREHOUSE COMPANY
LLC**

Dated: June 4, 2020

By: Carol F. Juman

Counsel for Defendant

Dated: _____

By: _____
Monica Brownewell Smith
Barnes & Thornburg LLP

Class Representatives

Dated: _____

Tim O'Toole

Dated: _____

James Miller

Class Counsel

Dated: _____

By: _____
Lynn A. Toops
CohenMalad, LLP

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11. Signatures

Each Party is signing as of the date indicated next to that Party's signature.

**STEEL WAREHOUSE COMPANY
LLC**

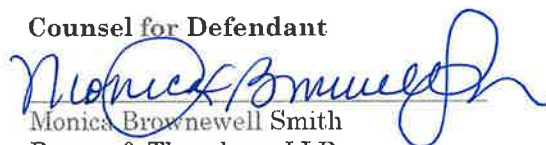
Dated: _____

By: _____

Counsel for Defendant

Dated: 6/4/2024

By:


Monica Brownnewell Smith
Barnes & Thornburg LLP

Class Representatives

Dated: _____

Tim O'Toole

Dated: _____

James Miller

Class Counsel

Dated: _____

By: _____

Lynn A. Toops
CohenMalad, LLP

[Remainder of this page intentionally left blank]

11. Signatures

Each Party is signing as of the date indicated next to that Party's signature.

**STEEL WAREHOUSE COMPANY
LLC**

Dated: _____

By: _____

Counsel for Defendant

Dated: _____

By: _____

Monica Brownewell Smith
Barnes & Thornburg LLP

Dated: 06/09/2026

Class Representatives

Tim O'Toole

Timothy P O'Toole (06/09/2026 02:20:53 EDT)

Tim O'Toole

Dated: _____

James Miller

Dated: 6-4-2026

Class Counsel

Lynn Toops

By: _____

Lynn A. Toops
CohenMalad, LLP

[Remainder of this page intentionally left blank]

11. Signatures

Each Party is signing as of the date indicated next to that Party's signature.

**STEEL WAREHOUSE COMPANY
LLC**

Dated: _____

By: _____

Counsel for Defendant

Dated: _____

By: _____

Monica Brownnewell Smith
Barnes & Thornburg LLP

Class Representatives

Dated: _____

Tim O'Toole

Dated: 06/05/2026


[James Miller \(06/05/2026 10:25:43 CDT\)](#)

James Miller

Class Counsel

Dated: 6-4-2026

By: 

Lynn A. Toops
CohenMalad, LLP

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EXHIBIT A
(SUMMARY NOTICE)

Steel Warehouse Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

***In re: Steel Warehouse
Data Incident Litigation***

Case No. 71D04-2508-CE-000011

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE JANUARY 2025
STEEL WAREHOUSE COMPANY, LLC,
DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

This notice is only a summary. Visit
www.[SettlementWebsite].com
or scan this QR code for
complete information.



First-Class
Mail
US Postage
Paid
Permit # _____

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

Why am I receiving this notice? A Settlement has been reached with Steel Warehouse Company, LLC ("Steel Warehouse") in a class action lawsuit ("Settlement"). The case is about the January 2025 cyberattack on Steel Warehouse's computers (the "Data Incident"). Files containing private information were accessed. Steel Warehouse denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All individuals whose personal identifying information may have been compromised as a result of the Data Incident, as identified on the Class List."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim one year of **Credit Monitoring Services** and one or more of the **cash payment** options.

If you have documented losses you can get back up to **\$5,000**. If you spent time fixing problems caused by this incident, you can get back \$20/hour for up to three hours (up to **\$60**). *Instead of any other cash payment*, you can get a one-time **\$40** Alternative Cash Payment.

Full details and instructions are available online.

How do I receive a benefit? File your claims online. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Steel Warehouse for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$182,500, and \$2,250 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

EXHIBIT B
(DETAILED NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re: Steel Warehouse Data Incident Litigation
Cause No. 71D04-2508-CE-000011
Indiana Commercial Court in the St. Joseph County Superior Court

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JANUARY 2025 STEEL WAREHOUSE COMPANY, LLC, DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Steel Warehouse Company, LLC (“Steel Warehouse” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Steel Warehouse's computer systems that occurred in January 2025 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; addresses, driver's license numbers; government-issued ID numbers such as passports; dates of birth; and financial information such as credit/debit card numbers.
- The lawsuit is called *In re: Steel Warehouse Data Incident Litigation*, Cause No. 71D04-2508-CE-000011. It is pending in the Indiana Commercial Court in the St. Joseph County Superior Court (the “Litigation”).
- Steel Warehouse denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Steel Warehouse's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Steel Warehouse.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or 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 hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court 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 Settlement benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments 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.	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

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Basic Information

1. Why was this Notice issued?

The Indiana Commercial Court in the St. Joseph County Superior Court, authorized this Notice. 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 lawsuit is called *In re: Steel Warehouse Data Incident Litigation*, Cause No. 71D04-2508-CE-000011. It is pending in the Indiana Commercial Court in the St. Joseph County Superior Court. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Steel Warehouse Company, LLC, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the January 2025 targeted cyberattack on Steel Warehouse's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; addresses, driver's license numbers; government-issued ID numbers such as passports; dates of birth; and financial information such as credit/debit card numbers.

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 called the “Plaintiffs” or “Class Representatives.” 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 the settlement. In this Settlement, the Class Representatives are Tim O’Toole and James Miller. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals whose personal identifying information may have been compromised as a result of the Data Incident, as identified on the Class List.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and; (2) anyone who perpetrated the Data Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Steel Warehouse Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members are eligible to enroll in **Credit Monitoring Services** and one or more of the **cash payment** options. These benefits are described in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in one year of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between January 23, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at \$20.00 per hour, for a maximum of **\$60.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. *Instead of any other payment*, you may claim a one-time **\$40.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Steel Warehouse Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

If you stay in the class, you won't be able to be part of any other lawsuit against Steel Warehouse about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section 5) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Steel Warehouse Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by **[Claims Deadline]**. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than **[Claims Deadline]**.

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on **[FA Hearing Date]** (see **Question 18**). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Lynn A. Toops and Amina A. Thomas of CohenMalad, LLP, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$182,500.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Steel Warehouse.

Class Counsel will also ask for Service Award payments of \$2,250.00 for each of the Class Representatives. Service Award payments will also be paid by Steel Warehouse.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Steel Warehouse on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *In re: Steel Warehouse Data Incident Litigation*, Cause No. 71D04-2508-CE-000011, pending in the Indiana Commercial Court in the St. Joseph County Superior Court;
- (2) your full name, mailing address, telephone number, and email address;

- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Steel Warehouse Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted or postmarked by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

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

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**).

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *In re: Steel Warehouse Data Incident Litigation*, Cause No. 71D04-2508-CE-000011, pending in the Indiana Commercial Court in the St. Joseph County Superior Court;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (7) your signature (or, if you have hired your own lawyer, your lawyer’s signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Steel Warehouse Data Incident Settlement ATTN: Objections

17. 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

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

The Court will hold a final approval hearing on [FA Hearing Date] at [Hearing Time] Eastern Time, in Room [Court Room] of the Indiana Commercial Court in the St. Joseph County Superior Court, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. 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, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Steel Warehouse Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT C
(CLAIM FORM)

CLAIM FORM AND RELEASE

INDIANA COMMERCIAL COURT IN THE ST. JOSEPH COUNTY SUPERIOR COURT

In re: Steel Warehouse Data Incident Litigation

Cause No. 71D04-2508-CE-000011

Steel Warehouse Data Incident Settlement

P.O. Box [PO Box Number]

Santa Ana, CA 92799

(XXX) XXX-XXXX

info@[SettlementWebsite].com

www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All individuals whose personal identifying information may have been compromised as a result of the Data Incident, as identified on the Class List."

Excluded from the Settlement Class are: (1) Steel Warehouse and its officers, directors, and related companies; (2) the Judge in this case, and the Judge's family and staff; (3) anyone who perpetrated the Data Incident; and (4) anyone who validly excludes themselves from the Settlement.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.



Claims must be postmarked by [Claims Deadline].



Paper Claim Forms must be mailed through the United States Postal Service postmarked **no later than** [Claims Deadline]. Please mail to:

Claims Administrator
Steel Warehouse Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members are eligible to enroll in **Credit Monitoring Services** and one or more of the **cash payment** options. These benefits are described in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in one year of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$5,000.00**. The losses must have occurred between January 23, 2025, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at \$20.00 per hour, for a maximum of **\$60.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. *Instead of any other payment*, you may claim a one-time **\$40.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
By toll-free call: (XXX) XXX-XXXX
By mail: Claims Administrator
Steel Warehouse Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

 **THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) 

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

 **Claims must be received by [Claims Deadline].** 

If your contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If your contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name

[illegible]

MI

1

Class Member Last Name

[illegible]

Entity Name (if Class Member is not an individual)

[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

City

[illegible]

State

--	--

ZIP

--	--	--	--	--

Email Address

[illegible]

Telephone Number

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Login ID (if known)[illegible]

II. CREDIT MONITORING SERVICES

- ☐ Check this box if you would like to enroll in one year of Credit Monitoring Services from CyEx Financial Shield Complete.

III. OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION V.**

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Unauthorized bank transfer	\$500
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to three) you spent.

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)

Describe what you spent this time on: _____

V. ALTERNATIVE CASH PAYMENT

- ☐ Check this box if you want to claim a one-time \$40.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV.**

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

-
- PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

[illegible]

-  **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

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-

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- ZELLE**

Email address associated with your Zelle account, if different than you provided in Section I:

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

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-

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- ☐
- VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

[illegible]

- ## PHYSICAL CHECK

Payment will be mailed to the address provided in Section I.

VII. ATTESTATION AND SIGNATURE

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

Class Member Signature

--

MM

--	--

DD

--	--

YY

--	--

Please print or type your name on the line above.

EXHIBIT D
(PRELIMINARY APPROVAL
ORDER)

INDIANA COMMERCIAL COURT

STATE OF INDIANA	)	IN THE ST. JOSEPH SUPERIOR COURT
	)	
COUNTY OF ST. JOSEPH	)	CAUSE NO: 71D04-2508-CE-000011
IN RE: STEEL WAREHOUSE DATA	)	
INCIDENT LITIGATION	)	
	)	
This Document Relates To: All Actions	)	

PRELIMINARY APPROVAL ORDER

Tim O'Toole and James Miller ("Plaintiffs"), and Steel Warehouse Company, LLC ("Defendant" or "Steel Warehouse"), have entered into a proposed Class Action Settlement Agreement (the "Settlement"). Plaintiffs have moved the Court to grant preliminary approval to the Settlement under Indiana Rule of Trial Procedure 23(E), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. The requested relief is not opposed by Defendant.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant.
3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for settlement purposes only, defined as:

All individuals whose personal identifying information may have been compromised as a result of the Data Incident, as identified on the Class List.

“Data Incident” means the data incident involving the potential exposure to unauthorized third parties of the confidential, personal information on Defendant’s information systems that occurred on or around January 23, 2025.

4. Specifically, the Court finds that the requirements of Indiana Trial Rules 23(A) and 23(B)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members, including whether Defendant breached any duty in failing to protect class members’ data from unauthorized access;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Data Incident are substantially the same for all Class Members.

5. The Court finds that Plaintiffs are adequate class representatives and appoints them as such. The Court likewise finds Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP to be competent and appoints them as Class Counsel.

6. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- (A) the Class Representatives and Class Counsel have adequately represented the Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the Class appears adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of the proposed award of attorney's fees, including timing of payment; and
- (D) the proposal treats class members equitably relative to each other.

7. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

8. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. Specifically, the Court finds that the form and method of notice (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their

rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Indiana Trial Rule 23(c); and (e) and meet the requirements of the Due Process Clause of the United States. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. The Court appoints Simpluris as Settlement Administrator and orders the Settlement Administrator and the parties to implement the notice program set forth in the Settlement.

10. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2026, at Courthouse 1, 101 S. Main Street, South Bend, IN 46601, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d) considering Class Counsel’s application for an award of attorneys’ fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and

grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

11. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

12. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

13. Any Class Member who does not make his or her objection known in the manner provided in the Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

14. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by

any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

15. Any lawyer intending to appear at the Final Approval Hearing, other than those who have already appeared, must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

16. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Dated:_____

Judge, Indiana Commercial Court
St. Joseph Superior Court No.4

EXHIBIT E
(FINAL APPROVAL ORDER)

INDIANA COMMERCIAL COURT

STATE OF INDIANA	)	IN THE ST. JOSEPH SUPERIOR COURT
	)	
COUNTY OF ST. JOSEPH	)	CAUSE NO: 71D04-2508-CE-000011
IN RE: STEEL WAREHOUSE DATA	)	
INCIDENT LITIGATION	)	
	)	
This Document Relates To: All Actions	)	

FINAL APPROVAL ORDER

Tim O'Toole and James Miller ("Plaintiffs"), and Steel Warehouse Company, LLC ("Defendant" or "Steel Warehouse"), have entered into a proposed Class Action Settlement Agreement (the "Settlement"). The Court previously granted preliminary approval to the Settlement, notice was issued to the Class Members, and the deadlines to opt out or object to the Settlement have now passed. Plaintiffs has moved the Court to grant final approval to the Settlement under Indiana Trial Rule 23(E). The requested relief is not opposed by Defendant.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant.
3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

All individuals whose personal identifying information may have been compromised as a result of the Data Incident, as identified on the Class List.

“Data Incident” means the data incident involving the potential exposure to unauthorized third parties of the confidential, personal information on Defendant’s information systems that occurred on or around January 23, 2025. [Include the following, if applicable: Excluded from the Settlement Class are the following persons who timely excluded themselves: [listing of valid opt-outs].]

4. Specifically, the Court finds that the requirements of Indiana Trial Rules 23(A) and 23(B)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members, including whether Defendant breached any duty in failing to protect class members’ data from unauthorized access;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Data Incident are substantially the same for all Class Members.

5. The Court certifies the Settlement Class. The Court finds that Plaintiffs are adequate class representatives and appoints them as such. The Court

likewise finds Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP to be competent and appoints them as Class Counsel.

6. The Court finds that notice of the proposed Settlement was provided to the Settlement Class in conformity with the Preliminary Approval Order and that the notice met the requirements of Rule 23 and Due Process.

7. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- (A) the Class Representatives and Class Counsel have adequately represented the Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the Class appears adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of the proposed award of attorney's fees, including timing of payment; and
- (D) the proposal treats class members equitably relative to each other.

8. The Court therefore grants final approval to the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions that are triggered by such final approval.

9. Upon the occurrence of the Effective Date, the releases set forth in the Settlement shall become effective and binding on all parties and all Class Members.

10. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:_____

Judge, Indiana Commercial Court
St. Joseph Superior Court No.4