

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**  
**United States District Court for the Central District of California**

***Pilavian v. North American Breaker Company, LLC***  
**Case No. 8:25-cv-00402-HDV-KESx**

*This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Long Notice (“Notice”).*

---

**If North American Breaker Company, LLC (“NABCO” or “Defendant”) Notified You that Your Personally Identifiable Information was Impacted in a Data Security Incident Detected by NABCO on August 26, 2024, You may be Eligible for Benefits from a Class Action Settlement.**

---

- A proposed settlement has been reached in a class action lawsuit known as *Pilavian v. North American Breaker Company, LLC*, filed in the United States District Court for the Central District of California, Western Division.
- This Litigation alleges that on August 26, 2024, North American Breaker Company, LLC (“NABCO”) experienced an unauthorized limited intrusion perpetrated by a third-party into a several of its systems (the “Data Security Incident”). Plaintiffs assert that, as a result of the Data Security Incident, certain personal information belonging to Plaintiffs and Class Members may have been accessed, which could include names and Social Security numbers (collectively, “Personally Identifiable Information” or “PII”).
- All Settlement Class Members who submit a Valid Claim can receive the following benefits from the settlement:
  - ❖ **Out-of-Pocket Expense Reimbursement:** All Settlement Class Members who have suffered a proven monetary loss and who submit a Valid Claim for this benefit using the Claim Form are eligible for up to \$3,000, incurred as a result of the Data Security Incident, subject to a potential *pro rata* decrease depending on how many Settlement Class Members make Valid Claims for out-of-pocket expense reimbursement and the amount of those claims;
  - ❖ **Pro Rata Cash Payment:** Any Settlement Remainder will be distributed as a residual *pro rata* cash payment to Settlement Class Members who submit a Valid Claim for this benefit using the Claim Form. Each Claimant who selects this benefit will receive one (1) share of the Settlement Remainder, and each Claimant that is a California Resident will receive two (2) total shares of the Settlement Remainder. Claimants who submit a claim for Out-Of-Pocket Expenses Reimbursement will automatically be deemed to have submitted a claim for one (1) share of the Settlement Remainder, unless they indicate on the Claim Form that they are a California resident and are seeking two (2) shares. To qualify as a California Resident for the purposes of this benefit, Settlement Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.
  - ❖ As part of this settlement, and consistent with its ongoing commitment to data security, NABCO also agrees to take, or to confirm that it has already taken, certain steps to further secure its systems and environments.
- You are a Settlement Class Member if you are a United States Resident whose PII was compromised in the Data Security Incident.

Your legal rights are affected regardless of whether you do or do not act.

**Read this Notice carefully.**

<b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim</b>	<b>The only way to get a reimbursement and/or compensation.</b> Claim Forms must be submitted online by July 22, 2026, or, if mailed, <b>postmarked no later than July 22, 2026.</b>
<b>Do Nothing</b>	If you do nothing, you remain in the settlement. You give up your rights to sue, and you will not get any money.
<b>Exclude Yourself</b>	<b>Get out of the settlement. Get no money. Keep your rights.</b> This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the settlement. Your request to exclude yourself must be postmarked no later than June 22, 2026.
<b>File an Objection</b>	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than June 22, 2026.
<b>Go to a Hearing</b>	You can ask to speak in Court about the fairness of the settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for September 22, 2026.

### WHAT THIS NOTICE CONTAINS

<b>Basic Information.....</b>	<b>Page 3</b>
1. How do I know if I am affected by the Litigation and settlement?	
2. What is this Litigation about?	
3. Why is there a settlement?	
4. Why is this a class action?	
5. How do I know if I am included in the settlement?	
<b>The Settlement Benefits.....</b>	<b>Pages 4-5</b>
6. What does this settlement provide?	
7. How to submit a claim?	
8. What am I giving up as part of the settlement?	
9. Will the Representative Plaintiff receive compensation?	
<b>Exclude Yourself.....</b>	<b>Pages 5</b>
10. How do I exclude myself from the settlement?	
11. If I do not exclude myself, can I sue later?	
<b>The Lawyers Representing You .....</b>	<b>Page 6</b>
12. Do I have a lawyer in the case?	
13. How will the lawyers be paid?	
<b>Objecting to the Settlement.....</b>	<b>Pages 6-7</b>
14. How do I tell the Court that I do not like the settlement?	
15. What is the difference between objecting and asking to be excluded?	
<b>The Final Fairness Hearing.....</b>	<b>Pages 7</b>
16. When and where will the Court decide whether to approve the settlement?	
17. Do I have to come to the hearing?	
18. May I speak at the hearing?	
<b>Do Nothing.....</b>	<b>Page 7</b>
19. What happens if I do nothing?	
<b>Get More Information .....</b>	<b>Page 8</b>
20. How do I get more information about the settlement?	
21. What if my contact information changes or I no longer live at my address?	

## BASIC INFORMATION

### 1. How do I know if I am affected by the Litigation and settlement?

You are a Settlement Class Member if you are a United States Resident whose PII was compromised in the Data Security Incident detected by NABCO on August 26, 2024, and were sent a notice of the Data Security Incident.

The Settlement Class specifically excludes: (i) NABCO, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) 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 Security Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 2. What is this Litigation about?

This case is known as *Pilavian v. North American Breaker Company, LLC*, Case No. 8:25-cv-00402-HDV-KESx, filed in the United States District Court for the Central District of California, Western Division. The individuals who brought this action are called the “Plaintiffs” and NABCO is known as the “Defendant” in this case. NABCO will be called “Defendant” in this Notice. Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose PII was compromised as a result of the Data Security Incident.

This Litigation alleges that on August 26, 2024, NABCO, detected unauthorized third-party access to certain systems (the “Data Security Incident”). Plaintiffs further assert that, as a result of the Data Security Incident, certain personal information belonging to Plaintiffs and Class Members may have been accessed, including names and Social Security numbers (collectively, “Personally Identifiable Information” or “PII”). After learning of the Data Security Incident, NABCO promptly investigated and mailed notification to individuals whose PII may have been impacted by the Data Security Incident. Subsequently, this Litigation was filed asserting claims against NABCO relating to the Data Security Incident. NABCO denies all of Plaintiffs’ claims, denies any wrongdoing, and maintains that it acted appropriately at all times.

### 3. Why is there a settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. While NABCO denies any liability or wrongdoing, the Representative Plaintiffs, Defendant, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court has not made any finding of liability against NABCO or decided in favor of any party. Full details about the proposed settlement are found in the Settlement Agreement available at [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com).

### 4. Why is this a class action?

In a class action, one or more people called “Representative Plaintiff(s)” sue on behalf of all people who have similar claims. All these people together are the “Settlement Class” or “Settlement Class Members.”

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

You are included in the settlement if your PII was compromised in the Data Security Incident detected by NABCO on August 26, 2024, and were sent a notice of the Data Security Incident. If you are not sure whether

you are included as a Settlement Class Member, or have any other questions about the settlement, visit [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com), call toll-free 1-888-439-0316, email [NABCOdatanotice@cptgroup.com](mailto:NABCOdatanotice@cptgroup.com) or write to Pilavian v. North American Breaker Company, LLC, c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623.

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

The proposed settlement will provide the following benefits to Settlement Class Members:

**Documented Out-of-Pocket Expense Reimbursement:** All members of the Settlement Class who have suffered a proven monetary loss and who submit a Valid Claim using the Claim Form are eligible for up to \$3,000 if:

- (1) the loss is an actual, documented, and unreimbursed monetary loss;
- (2) the loss was more likely than not caused by the Data Security Incident;
- (3) the loss occurred between August 25, 2024, and the Claims Deadline; and
- (4) 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.

To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a timely and Valid Claim, including necessary supporting documentation, to the Claims Administrator. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in the denial of a claim. Valid Claims for out-of-pocket expense reimbursement are subject to a potential *pro rata* decrease depending on how many Settlement Class Members make Valid Claims for out-of-pocket expense reimbursement and the amounts of those claims.

**Pro Rata Cash Payment:** The remainder amount of the Settlement Fund allocated for Settlement Class Member benefits (i.e. the funds that remain after paying (1) all Valid Claims for out-of-pocket expense reimbursement; (2) all Costs of Claims Administration; (3) any incentive payments approved by the Court to the Representative Plaintiffs; and (4) attorneys' fees and costs as approved by the Court) will be distributed to Settlement Class Members on a *pro rata* basis. Each eligible Settlement Class Member who selects this benefit will receive one (1) share of the Settlement Remainder, and each Claimant that is a California Resident will receive two (2) total shares of the Settlement Remainder. Claimants who submit a claim for Out-Of-Pocket Expenses Reimbursement will automatically be deemed to have submitted a claim for one (1) share of the Settlement Remainder, unless they indicate on the Claim Form that they are a California resident and are seeking two (2) shares. To qualify as a California Resident for the purposes of this benefit, Settlement Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

**Business Practices:** As part of this settlement, and consistent with its ongoing commitment to data security, NABCO also agrees to take, or to confirm that it has already taken, certain steps to further secure its systems and environments. Any costs associated with these security measures will be paid by NABCO separately and apart from other settlement benefits.

### 7. How to submit a claim?

All claims will be reviewed by the Claims Administrator. You must file a Claim Form to get any reimbursement or other cash payment from the proposed settlement. You may submit your Claim Form online at [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com) or by mail to Pilavian v. North American Breaker Company, LLC, c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by July 22, 2026, or by mail **postmarked by July 22, 2026.**

## 8. What am I giving up as part of the settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you (and your heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns) will not be able to sue NABCO and its Related Entities or Released Persons. Related entities means NABCO's respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors and successors. Released Persons means NABCO and its Related Entities and each of its and their respective directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, North American Breaker Company, LLC, and any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads *nolo contendere* to any such charge. The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Persons, is available at [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

## 9. Will the Representative Plaintiff receive compensation?

Yes. The Representative Plaintiffs will seek a service award of up to \$2,000 per person, to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Representative Plaintiffs.

### EXCLUDE YOURSELF

## 10. How do I exclude myself from the settlement?

If you do not want to be included in the settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the settlement.

Your written request for exclusion must be postmarked no later than **June 22, 2026**, to:

Pilavian v. North American Breaker Company, LLC  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623

Instructions on how to submit a request for exclusion are available at [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com) or from the Claims Administrator by calling **1-888-439-0316**.

If you exclude yourself, you will not be able to receive any settlement benefits from the settlement, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue the Defendant on your own for the claims that this settlement resolves.

## 11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the settlement, and the settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this settlement resolves.

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in the case?

Yes. The Court has appointed Kristen Lake Cardoso of Kopelowitz Ostrow P.A. and M. Anderson Berry of Emery Reddy, PC, (collectively called “Proposed Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 13. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees up to twenty-five percent (25%) of the Settlement Fund (\$50,000), as well as up to \$20,000 in unreimbursed costs and litigation expenses. A copy of the Proposed Settlement Class Counsel’s application for attorneys’ fees, costs, and expenses will be filed with the Court no later than June 4, 2026, and posted on the Settlement Website, [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com), before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Proposed Settlement Class Counsel and may award less than the amount requested by Proposed Settlement Class Counsel.

## OBJECTING TO THE SETTLEMENT

### 14. How do I tell the Court that I do not like the settlement?

If you want to tell the Court that you do not agree with the proposed settlement or some part of it, you can submit an objection telling it why you do not think the settlement should be approved. All written objections and supporting papers must be submitted **ONLY TO THE COURT, postmarked by no later than June 22, 2026**, and include the following:

- a. clearly identify the case name and number (*Pilavian v. North American Breaker Company, LLC*, Case No. 8:25-cv-00402-HDV-KESx);
- b. state the objector’s full name, address, telephone number (if any), and email address (if any);
- c. provide information identifying the objector as a Settlement Class Member;
- d. include a written statement of the grounds for objection, accompanied by any legal support the objector wishes to submit;
- e. state the number of times the objector has objected to a class action settlement within the past 3 years preceding the date that the objector files the objection including the case name, court, and docket number of each case in which the objector has made such an objection;
- f. confirm whether the objector or a lawyer representing the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- g. include the objector’s signature or the signature of the objector’s duly authorized lawyer or representative.
- h. Each objection must be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Central District of California or by mailing them to the address below and be filed or postmarked on or before the deadline established by the Court.

Clerk of the Court
Class Action Clerk United States District Court Central District of California (Western Division) First Street U.S. Courthouse, 350 W 1st Street, Courtroom 5B, 5th Floor Los Angeles, CA 90012

All objections will be scanned into the electronic case docket, and the parties will receive electronic notices of all filings. If you do not submit your objection with all requirements, or if your objection is not filed or postmarked by June 22, 2026, you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

#### **15. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

### **THE FINAL FAIRNESS HEARING**

#### **16. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Fairness Hearing on September 22, 2026, 10:00 a.m., at Courtroom 5B of the United States District Court for the Central District of California (Western Division), located at 350 W 1<sup>st</sup> Street, Suite 4311, Los Angeles, CA 90012. The date may change without further notice to the Settlement Class, so please check [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com), the Court's PACER site at <https://ecf.cacd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 W 1st Street, Courtroom 5B, 5th Floor, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m. PT, Monday through Friday, excluding Court holidays, to confirm that the date has not been changed.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Representative Plaintiffs.

#### **17. Do I have to come to the hearing?**

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

#### **18. May I speak at the hearing?**

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 14, including all the information required. You cannot speak at the hearing if you exclude yourself from the settlement.

### **DO NOTHING**

#### **19. What happens if I do nothing?**

If you do nothing, you will not receive any money from the Settlement. You will also give up your right to sue for the claims in this case and will release the claims against Defendant as described in Question 8.

**GET MORE INFORMATION**

**20. How do I get more information about the Settlement?**

*This Notice is only a summary of the proposed settlement.* If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Proposed Settlement Class Counsel's application for attorneys' fees and expenses, and more, please visit [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com), or email [NABCOdatanotice@cptgroup.com](mailto:NABCOdatanotice@cptgroup.com) or call 1-888-439-0316. You may also contact the Claims Administrator at Pilavian v. North American Breaker Company, LLC c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623, or Class Counsel at:

Kristen Lake Cardoso  
Kopelowitz Ostrow P.A.  
1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
Tel: (954) 525-4100  
[cardoso@kolawyers.com](mailto:cardoso@kolawyers.com)

-and-

M. Anderson Berry  
Emery Reddy, PC  
600 Steward Street, Ste. 1100  
Seattle, WA 98101  
Tel: (206) 442-9106  
[anderson@emeryreddy.com](mailto:anderson@emeryreddy.com)

**21. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Claims Administrator of your updated information. You may do so by visiting the Contact Us section of [www.NABCOdatanotice.com](http://www.NABCOdatanotice.com) or at the address below:

Pilavian v. North American Breaker Company, LLC  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623  
1-888-439-0316  
[NABCOdatanotice@cptgroup.com](mailto:NABCOdatanotice@cptgroup.com)

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**