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**IN THE DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

IN RE: NORTH AMERICAN  
BREAKER CO. DATA SECURITY  
LITIGATION

Master File No. 8:25-cv-00402

**CLASS ACTION SETTLEMENT  
AGREEMENT**

This Document Relates to: All Actions

This Settlement Agreement, dated as of \_\_\_\_\_, 2025, is made and entered into by and among the following Settling Parties (as defined below): Alec Pilavian and Ronald Swan (“Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Proposed Settlement Class Counsel, and North American Breaker Company, LLC (“NABCO” and, together with Plaintiff, the “Parties” or the “Settling Parties”), by and through its counsel of record, James F. Monagle of Mullen Coughlin LLC. The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof:

**THE LITIGATION**

Plaintiffs allege that between August 25 and August 26, 2024, Defendant experienced a ransomware attack perpetrated by the Akira ransomware group (the “Data Security Incident”). Plaintiffs further assert that, as a result of the Data Security Incident, cybercriminals accessed and obtained sensitive and confidential personal information belonging to Plaintiffs and Class Members, including names, Social Security numbers,

1 and health insurance information (collectively, “Personally Identifiable Information” or  
2 “PII”).

3       Following the discovery of the Data Security Incident, NABCO began sending  
4 notices to those impacted, offering them one year of complimentary credit monitoring.  
5 Notices were mailed on or around February 17, 2025.

6       On March 3, 2025, Plaintiff Alec Pliavian filed a lawsuit asserting claims against  
7 NABCO relating to the Data Security Incident in the United States District Court for the  
8 Central District of California, entitled *Pilavian v. North American Breaker Company,*  
9 *LLC*, Case No. 8:25-cv-00402-HDV-KES (“*Pilavian*”). On May 8, 2025, this Court  
10 ordered that another related action, *Swan v. North American Breaker Company, LLC*,  
11 Case No. 2:25-cv-02002 (“*Swan*”), be consolidated with, and under, the *Pilavian* case  
12 (the “Litigation”).

13       From the onset of the Litigation and over the course of several months, the Parties  
14 engaged in extensive, arm-length settlement negotiations. The negotiations were  
15 informed by Plaintiffs’ active prosecution of the case, the comprehensive exchange of  
16 information between the Parties, and Proposed Settlement Class Counsel’s (as defined  
17 below) thorough examination and evaluation of the relevant law and facts to assess the  
18 merits of the claims to be resolved in this settlement and how best to serve the interests  
19 of the Settlement Class. Based on this investigation and the negotiations described above,  
20 Proposed Settlement Class Counsel have concluded, taking into account the sharply  
21 contested issues involved, the risks, uncertainty, and expense of continued litigation, and  
22 the benefits to be provided to the Settlement Class under the terms of this Settlement  
23 Agreement, that the proposed settlement is fair, reasonable, adequate, and in the best  
24 interests of the putative class. The Parties’ resolution is memorialized in the Settlement  
25 Agreement presented herein (“Settlement Agreement”).

26       Pursuant to the terms set out below, this Settlement Agreement provides for the  
27 resolution of all claims and causes of action asserted, or that could have been asserted,  
28 against NABCO and the Released Persons (as defined below) relating to the Data

1 Security Incident, by and on behalf of Representative Plaintiffs and the Settlement Class  
2 (as defined below).

3 **CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF**  
4 **SETTLING**

5 Plaintiffs believe the claims asserted in the Litigation, as set forth in the  
6 Consolidated Class Action Complaint, have merit. Plaintiffs and Proposed Settlement  
7 Class Counsel recognize and acknowledge, however, the expense and length of continued  
8 proceedings necessary to prosecute the Litigation against NABCO through motion  
9 practice, trial, and potential appeals. They have also considered the uncertain outcome  
10 and risk of further litigation, as well as the difficulties and delays inherent in such  
11 litigation, especially in complex class actions. Proposed Settlement Class Counsel are  
12 highly experienced in class action litigation and very knowledgeable regarding the  
13 relevant claims, remedies, and defenses at issue generally in such litigation and in this  
14 Litigation. They have determined that the settlement set forth in this Settlement  
15 Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement  
16 Class.

17 **DENIAL OF WRONGDOING AND LIABILITY**

18 NABCO denies each and all of the claims and contentions alleged against it in the  
19 Litigation. NABCO denies all charges of wrongdoing or liability as alleged, or which  
20 could be alleged, in the Litigation. Nonetheless, NABCO has considered the inherent  
21 uncertainty and risks associated with any litigation and determined it is desirable that the  
22 Litigation be fully and finally resolved in the manner and upon the terms and conditions  
23 set forth in this Settlement Agreement.

24 **TERMS OF THE SETTLEMENT**

25 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and  
26 among Plaintiffs, individually and on behalf of the Settlement Class and NABCO, that,  
27 subject to the approval of the Court, the Litigation and the Released Claims shall be  
28 finally and fully compromised, settled, and released, and the Litigation shall be dismissed

1 with prejudice as to the Settling Parties, and the Settlement Class, except those members  
2 of the Settlement Class who lawfully opt-out of the Settlement Agreement, upon and  
3 subject to the terms and conditions of this Settlement Agreement, as follows:

4 **1. Definitions**

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

7 1.1 “Agreement” or “Settlement Agreement” means this agreement.

8 1.2 “CAFA Notice” means the Class Action Fairness Act Notice which the  
9 Claims Administrator shall serve upon the appropriate state and federal officials,  
10 providing notice of the proposed settlement. The Claims Administrator shall provide a  
11 declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with  
12 the Motion for Final Approval.

13 1.3 “California Subclass” means any and all citizens of California whose PII  
14 was compromised in the Data Security Incident, including all who were sent a notice of  
15 the Data Security Incident.

16 1.4 “Claimant” means a Settlement Class Member who submits a Claim Form  
17 for a Settlement Payment.

18 1.5 “Claims Administration” means the processing and payment of claims  
19 received from members of the Settlement Class by the Claims Administrator.

20 1.6 “Claims Administrator” means CPT Group, Inc. a company experienced in  
21 administering class action claims generally and specifically those of the type provided  
22 for and made in data breach litigation.

23 1.7 “Claims Deadline” means the postmark or online submission deadline for  
24 Valid Claims submitted pursuant to Section 2, which shall be ninety (90) days after the  
25 Notice Commencement Date.

26 1.8 “Claim Form” means the claim form to be used by members of the  
27 Settlement Class to submit a Settlement Claim, either through the mail or online through  
28 the Settlement Website, substantially in the form as shown in **Exhibit 3** to this

1 Agreement.

2 1.9 “Costs of Claims Administration” means all actual costs associated with or  
3 arising from Claims Administration.

4 1.10 “Court” means the United States District Court for the Central District of  
5 California.

6 1.11 “Data Security Incident” means the cyberattack identified by NABCO on or  
7 about August 26, 2024, in which third-party criminals gained unauthorized access to  
8 NABCO’s network and gained unauthorized access to the PII of Plaintiffs and other  
9 individuals.

10 1.12 “Dispute Resolution” means the process for resolving disputed Settlement  
11 Claims as set forth in this Agreement.

12 1.13 “Effective Date” means the first date by which all of the events and  
13 conditions specified in Section 9.1 *infra* have occurred and been met.

14 1.14 “Final” means the occurrence of all of the following events: (i) the  
15 settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court  
16 has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or  
17 seek permission to appeal from the Judgment has expired or, if appealed, the appeal has  
18 been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the  
19 court of last resort to which such appeal may be taken, and such dismissal or affirmance  
20 has become no longer subject to further appeal or review. Notwithstanding the above,  
21 any order modifying or reversing any attorneys’ fee award or service award made in this  
22 case shall not affect whether the Judgment is “Final” as defined herein or any other aspect  
23 of the Judgment.

24 1.15 “Final Approval Order” means the order finally approving the Settlement  
25 and entering judgment. The Settling Parties’ proposed form of Final Approval Order is  
26 attached hereto as **Exhibit 5**. Final Approval Order also includes the orders, which may  
27 be entered separately, determining the amount of attorneys’ fees and costs awarded to  
28 Class Counsel and the amount of Service Awards awarded to Class Representatives.

1 1.16 “Judgment” means a judgment rendered by the Court.

2 1.17 “Long Notice” means the long form notice of settlement posted on the  
3 Settlement Website, substantially in the form as shown in **Exhibit 2** to this Agreement.

4 1.18 “Notice Commencement Date” means thirty (30) days following entry of the  
5 Preliminary Approval Order.

6 1.19 “Objection Date” means the date by which members of the Settlement Class  
7 must mail to the Court or, in the alternative, file with the Court through the Court’s  
8 electronic case filing (“ECF”) system their objection to the Settlement Agreement for that  
9 objection to be effective, which shall be sixty (60) days from the Notice Commencement  
10 Date. The postmark date shall constitute evidence of the date of mailing for these  
11 purposes.

12 1.20 “Opt-Out Date” means the date by which members of the Settlement Class  
13 must mail their requests to be excluded from the Settlement Class for that request to be  
14 effective, which shall be sixty (60) days from the Notice Commencement Date. The  
15 postmark date shall constitute evidence of the date of mailing for these purposes.

16 1.21 “Person” means an individual, corporation, partnership, limited partnership,  
17 limited liability company or partnership, association, joint stock company, estate, legal  
18 representative, trust, unincorporated association, government or any political subdivision  
19 or agency thereof, and any business or legal entity, and their respective spouses, heirs,  
20 predecessors, successors, representatives, or assignees.

21 1.22 “Plaintiffs” and “Representative Plaintiffs” means Alec Pilavian and Ronald  
22 Swan.

23 1.23 “Preliminary Approval Order” means the order preliminarily approving the  
24 Settlement Agreement and ordering that notice be provided to the Settlement Class. The  
25 Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as  
26 **Exhibit 4.**

27 1.24 “Proposed Settlement Class Counsel” means Kristen Lake Cardoso of  
28 Kopelowitz Ostrow P.A. and M. Anderson Berry of Emery Reddy, PC.

1           1.25 “Released Claims” shall collectively mean any and all past, present, and  
2 future claims and causes of action that either has been asserted, was asserted, or could  
3 have been asserted, by any member of the Settlement Class against any of the Released  
4 Persons, based on, relating to, concerning or arising out of the Data Security Incident or  
5 the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise  
6 described in the Litigation as they relate to the Data Security Incident including, but not  
7 limited to: Any causes of action arising under or premised upon any statute, constitution,  
8 law, ordinance, treaty, regulation, or common law of any country, state, province, county,  
9 city, or municipality. This includes claims under 15 U.S.C. §§ 45 *et seq.*, and all similar  
10 statutes in effect in any states in the United States as defined below; all similar state  
11 consumer-protection statutes; and any state or local privacy, data breach, or data  
12 protection statutes, including those providing for statutory damages under California law,  
13 such as violations of the California Consumer Protection Act of 2018 (“CCPA”), Cal.  
14 Civ. Code § 1798, *et seq.* Released Claims also include any common law claims, such as  
15 claims for negligence, negligence *per se*, breach of implied contract, and breach of  
16 bailment. Released Claims further include, but are not limited to, any and all claims for  
17 damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’  
18 fees and expenses, pre-judgment interest, credit monitoring services, the creation of a  
19 fund for future damages, statutory damages, punitive damages, special damages,  
20 exemplary damages, restitution, and/or the appointment of a receiver, whether known or  
21 unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or  
22 derivative, and any other form of legal or equitable relief. Released Claims shall not  
23 include the right of any Settlement Class Member or any of the Released Persons to  
24 enforce the terms of the settlement contained in this Settlement Agreement and shall not  
25 include the claims of members of the Settlement Class Members who have timely  
26 excluded themselves from the Settlement Class.

27           1.26 “Related Entities” means NABCO’s respective past or present parents,  
28 subsidiaries, divisions, and related or affiliated entities.

1           1.27 “Released Persons” means NABCO and its Related Entities and each of its  
2 and their respective directors, officers, principals, agents, attorneys, insurers, and  
3 reinsurers, and includes, without limitation, North American Breaker Company, LLC,  
4 and any Person related to any such entity who is, was, or could have been named as a  
5 defendant in any of the actions in the Litigation, other than any Person who is found by  
6 a court of competent jurisdiction to be guilty under criminal law of initiating, causing,  
7 aiding, or abetting the Data Security Incident or who pleads *nolo contendere* to any such  
8 charge.

9           1.28 “Releasing Parties” means Plaintiffs and all Settlement Class Members who  
10 did not timely and properly exclude themselves from the Settlement, and each of their  
11 respective heirs, executors, administrators, representatives, agents, partners, successors,  
12 attorneys, and assigns.

13           1.29 “Settlement Claim” means a claim for settlement benefits made under the  
14 terms of this Settlement Agreement.

15           1.30 “Settlement Class” and “Class” means all persons residing in the United  
16 States whose PII was compromised in the Data Security Incident, including all who were  
17 sent a notice of the Data Security Incident. The Settlement Class specifically excludes:  
18 (i) NABCO, the Related Entities, and their officers and directors; (ii) all Settlement Class  
19 Members who timely and validly request exclusion from the Settlement Class; (iii) any  
20 judges assigned to this case and their staff and immediate family; and (iv) any other  
21 Person found by a court of competent jurisdiction to be guilty under criminal law of  
22 initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security  
23 Incident or who pleads *nolo contendere* to any such charge.

24           1.31 “Settlement Class Member(s)” means all persons meeting the definition of  
25 the Settlement Class. These individuals constitute the “Settlement Class” solely for the  
26 purposes of certifying a settlement class in this Litigation.

27           1.32 “Settlement Fund” means the common settlement fund established by Class  
28 Counsel pursuant to 26 CFR § 1.468B-1 using a qualified bank agreed upon by the Parties

1 and Claims Administrator, in which NABCO will deposit \$200,000.00 in settlement  
2 funds and from which all monetary compensation to the Settlement Class and certain  
3 other expenses shall be paid pursuant to Section 2 below.

4 1.33 “Settlement Remainder” means the funds that remain in the Settlement Fund  
5 after paying (1) all Valid Claims; (2) all Costs of Claims Administration; (3) any  
6 incentive payments approved by the Court to the Representative Plaintiff; and (4)  
7 attorney’s fees and costs as approved by the Court.

8 1.34 “Settlement Website” means a website, the URL for which to be mutually  
9 selected by the Settling Parties, that will inform Settlement Class Members of the terms  
10 of this Settlement Agreement, their rights, dates and deadlines, and related information,  
11 as well as provide the Settlement Class Members with the ability to submit a Settlement  
12 Claim online.

13 1.35 “Settling Parties” means, collectively, NABCO and Plaintiffs, individually  
14 and on behalf of the Settlement Class.

15 1.36 “Short Notice” means the short form notice of the proposed class action  
16 settlement, substantially in the form as shown in **Exhibit 1** to this Agreement. The Short  
17 Notice will direct recipients to the Settlement Website and inform members of the  
18 Settlement Class of, among other things, the Opt-Out and Objection Deadlines, and the  
19 date of the Final Fairness Hearing (if set prior to the Commencement Date (as defined  
20 below)).

21 1.37 “United States” as used in this Settlement Agreement includes the District  
22 of Columbia and all territories.

23 1.38 “Valid Claims” means Settlement Claims in an amount approved by the  
24 Claims Administrator or found to be valid through the claims processing and/or Dispute  
25 Resolution process.

26 **2. Settlement Benefits**

27 2.1 In consideration for the releases provided in this Settlement Agreement,  
28 NABCO shall fund the creation of the Settlement Fund to provide compensation to

1 Settlement Class Members as set forth in this Section. Within fourteen (14) days after  
2 entry of the Preliminary Approval Order NABCO shall fund the \$200,000 settlement  
3 funds.

4       2.2 Out-of-Pocket Expense Reimbursement: All members of the Settlement  
5 Class who have suffered a proven monetary loss and who submit a Valid Claim using the  
6 Claim Form are eligible for up to \$3,000 if: (1) the loss is an actual, documented and  
7 unreimbursed monetary loss; (2) the loss was caused by the Data Security Incident; (3)  
8 the loss occurred between August 25, 2024, and the Claims Deadline; and (4) the member  
9 of the Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the  
10 loss, including but not limited to exhaustion of all available credit monitoring insurance  
11 and identity theft insurance, but was not previously reimbursed for the claimed expense  
12 or loss.

13       2.3 Members of the Settlement Class seeking reimbursement under ¶ 2.2 must  
14 complete and submit a Claim Form to the Claims Administrator, postmarked or submitted  
15 online on or before the 90th day after the Notice Commencement Date. The notice to the  
16 Settlement Class will specify this deadline and other relevant dates described herein. The  
17 Claim Form must be verified by the member of the Settlement Class with a statement that  
18 his or her claim is true and correct, to the best of his or her knowledge and belief.  
19 Notarization shall not be required. The member of the Settlement Class must submit  
20 reasonable documentation that the out-of-pocket expenses and charges claimed were both  
21 actually incurred and plausibly arose from the Data Security Incident. Failure to provide  
22 supporting documentation of the out-of-pocket expenses referenced above, as requested  
23 on the Claim Form, shall result in the denial of a claim. Disputes as to claims submitted  
24 under this paragraph are to be resolved pursuant to the provisions stated herein.

25       2.4 Dispute Resolution for Claims.

26       2.4.1 The Claims Administrator, in its sole discretion to be reasonably  
27 exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2)  
28 the Claimant has provided all information needed to complete the Claim Form, including

1 any documentation that may be necessary to reasonably support a claim for out-of-  
2 expenses described in ¶ 2.2; and (3) the information submitted could lead a reasonable  
3 person to conclude that more likely than not the Claimant has suffered the claimed losses  
4 as a result of the Data Security Incident. The Claims Administrator may, at any time,  
5 request from the Claimant, in writing, additional information as the Claims Administrator  
6 may reasonably require in order to evaluate the claim, e.g., documentation requested on  
7 the Claim Form, information regarding the claimed losses, available insurance and the  
8 status of any claims made for insurance benefits, and claims previously made for identity  
9 theft and the resolution thereof. For any such Claims that the Claims Administrator  
10 determines to be implausible, the Claims Administrator will submit those Claims to the  
11 Settling Parties (one Plaintiff's lawyer shall be designated to fill this role). If the Settling  
12 Parties do not agree with the Claims Administrator's determination, after meeting and  
13 conferring, then the Claim shall be referred to a resolution to the claim referee, to be  
14 selected by the Parties if needed. Any costs associated with work performed by the claims  
15 referee shall be out of the Settlement Fund, as part of the Costs of Administration.

16           2.4.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim  
17 Form that is not accompanied by sufficient documentation to determine whether the claim  
18 is facially valid, the Claims Administrator shall request additional information and give  
19 the Claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is  
20 not cured, then the claim will be deemed invalid and there shall be no obligation to pay  
21 the claim.

22           2.4.3 Following receipt of additional information requested by the Claims  
23 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole  
24 or lesser amount, or reject each claim. If, after reviewing the claim and all documentation  
25 submitted by the Claimant, the Claims Administrator determines that such a claim is  
26 facially valid, then the claim shall be paid. If the claim is not facially valid because the  
27 Claimant has not provided all information needed to complete the Claim Form and  
28 evaluate the claim, then the Claims Administrator may reject the claim without any

1 further action.

2           2.4.4 Settlement Class Members shall have thirty (30) days from receipt of  
3 the offer to accept or reject any offer of partial payment received from the Claims  
4 Administrator. If a Settlement Class Member rejects an offer from the Claims  
5 Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its  
6 initial adjustment amount and make a final determination. If the Claimant approves the  
7 final determination, then the approved amount shall be the amount to be paid. If the  
8 Claimant does not approve the final determination within thirty (30) days, then the  
9 dispute shall be submitted to the Settling Parties. If the Settling Parties do not agree with  
10 the Claims Administrator's determination or are unable to reach a mutually satisfactory  
11 resolution after meeting and conferring, then the Claim shall be referred for resolution to  
12 the claim referee, to be selected by the Parties if needed.

13           2.4.5 If any dispute is submitted to the claims referee, the claims referee  
14 may approve the Claims Administrator's determination by making a ruling within fifteen  
15 (15) days. The claims referee may make any other final determination of the dispute or  
16 request further supplementation of a claim within thirty (30) days. The claims referee's  
17 determination shall be based on whether the claims referee is persuaded that the claimed  
18 amounts are reasonably supported in fact and were more likely than not caused by the  
19 Data Security Incident. The claims referee shall have the power to approve a claim in full  
20 or in part. The claims referee's decision will be final and non-appealable. Any Claimant  
21 referred to the claims referee shall reasonably cooperate with the claims referee, including  
22 by either providing supplemental information as requested or, alternatively, signing an  
23 authorization allowing the claims referee to verify the claim through third-party sources,  
24 and failure to cooperate shall be grounds for denial of the claim in full. The claims referee  
25 shall make a final decision within thirty (30) days of receipt of all supplemental  
26 information requested. The Parties shall jointly select an acceptable claims referee if the  
27 need for one arises under the terms of this section.

28           2.5 Pro Rata Settlement Adjustment and Distribution of the Settlement

1 Remainder. If there is a Settlement Remainder, it shall be distributed as a residual *pro*  
2 *rata* cash payment based on shares to each Settlement Class Member who submits a Valid  
3 Claim, with each Settlement Class Member who is not a California resident receiving one  
4 (1) share of the Settlement Remainder, and each Settlement Class Member that is a  
5 California Resident receiving two total (2) shares of the Settlement Remainder. The  
6 enhanced allocation of shares for California Residents is intended to account for and  
7 resolve claims for statutory damages that may be available to California Residents under  
8 the CCPA, Cal. Civ. Code § 1798, *et seq.* as described in ¶¶1.24, 1.35 above. In the  
9 unexpected event that the Settlement Fund is insufficient to cover the value of the Valid  
10 Claims, the Valid Claims shall be reduced *pro rata* on an equal percentage basis as  
11 necessary to bring the cost within the Settlement Fund.

12       2.6 Settlement Class Certification. The Settling Parties agree, for purposes of  
13 this settlement only, to the certification of the Settlement Class. If the settlement set forth  
14 in this Settlement Agreement is not approved by the Court, or if the Settlement  
15 Agreement is terminated or canceled pursuant to the terms of this Settlement Agreement,  
16 this Settlement Agreement, and the certification of the Settlement Class provided for  
17 herein, will be vacated and the Litigation shall proceed as though the Settlement Class  
18 had never been certified, without prejudice to any Person's or Settling Party's position  
19 on the issue of class certification or any other issue. The Settling Parties' agreement to  
20 the certification of the Settlement Class is also without prejudice to any position asserted  
21 by the Settling Parties in any other proceeding, case or action, as to which all of their  
22 rights are specifically preserved.

### 23       **3. Order of Preliminary Approval and Publishing of Notice of Fairness** 24       **Hearing**

25       3.1 As soon as practicable after the execution of the Settlement Agreement,  
26 Proposed Settlement Class Counsel and counsel for NABCO shall jointly submit this  
27 Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a  
28 motion for preliminary approval of the settlement with the Court requesting entry of a

1 Preliminary Approval Order in the form to be agreed upon by the parties attached hereto  
2 as **Exhibit 4**, or an order substantially similar to such form in both terms and cost,  
3 requesting, among other things:

- 4 a) certification of the Settlement Class for settlement purposes only;
- 5 b) preliminary approval of the Settlement Agreement as set forth herein;
- 6 c) appointment of Proposed Settlement Class Counsel as Settlement  
7 Class Counsel;
- 8 d) appointment of Plaintiffs as Class Representatives;
- 9 e) approval of a customary form of Short Notice to be mailed to  
10 Settlement Class Members in a form substantially similar to the one  
11 attached as **Exhibit 1** to this Agreement;
- 12 f) approval of the Long Notice to be posted on the Settlement Website  
13 in a form substantially similar to the one attached as **Exhibit 2** to this  
14 Agreement, which, together with the Short Notice, shall include a fair  
15 summary of the parties' respective litigation positions, the general  
16 terms of the settlement set forth in the Settlement Agreement,  
17 instructions for how to object to or opt-out of the settlement, the  
18 process and instructions for making claims to the extent contemplated  
19 herein, and the date, time and place of the Final Fairness Hearing; and  
20 g) appointment of CPT Group, Inc. as the Claims Administrator.

21 The Short Notice and Long Notice have been reviewed and approved by the Claims  
22 Administrator but may be revised as agreed upon by the Settling Parties prior to  
23 submission to the Court for approval.

24 3.2 NABCO shall pay for providing notice to the Settlement Class in accordance  
25 with the Preliminary Approval Order, and the costs of such notice, together with the Costs  
26 of Claims Administration from the Settlement Fund. Attorneys' fees, costs, and expenses  
27 of Settlement Class Counsel, and any service awards to the Representative Plaintiffs, as  
28 approved by the Court, shall be paid from the Settlement Fund. Notice shall be provided

1 to Settlement Class Members by the Claims Administrator as follows:

2 a) *Class Member Information*: No later than fourteen (14) days after  
3 entry of the Preliminary Approval Order, NABCO shall provide the  
4 Claims Administrator with the name and last known physical address  
5 of each Settlement Class Member (collectively, “Class Member  
6 Information”) as available from the final Data Security Incident  
7 notice materials.

- 8 • The Class Member Information and its contents shall be  
9 used by the Claims Administrator solely for the purpose  
10 of performing its obligations pursuant to this Settlement  
11 Agreement and shall not be used for any other purpose  
12 at any time. Except to administer the settlement as  
13 provided in this Settlement Agreement, or provide all  
14 data and information in its possession to the Settling  
15 Parties upon request, the Claims Administrator shall not  
16 reproduce, copy, store, or distribute in any form,  
17 electronic or otherwise, the Class Member Information.

18 b) *Settlement Website*: Prior to the dissemination of the Class Notice, the  
19 Claims Administrator shall establish the Settlement Website that will  
20 inform Settlement Class Members of the terms of this Settlement  
21 Agreement, their rights, dates, deadlines, and related information. The  
22 Settlement Website shall include, in .pdf format and available for  
23 download, the following: (i) the Long Notice; (ii) the Claim Form;  
24 (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;  
25 (v) the operative Class Action Complaint filed in the Litigation; and  
26 (vi) any other materials agreed upon by the Parties and/or required by  
27 the Court. The Settlement Website shall provide Class Members with  
28 the ability to complete and submit the Claim Form electronically.

1           c)    *Short Notice:* Within thirty (30) days after the entry of the Preliminary  
2                   Approval Order and to be substantially completed not later than forty-  
3                   five (45) days after entry of the Preliminary Approval Order, and  
4                   subject to the requirements of this Agreement and the Preliminary  
5                   Approval Order, the Claims Administrator will provide notice to the  
6                   Settlement Class as follows:

- 7                   • To all class members for whom NABCO provided a  
8                   postal address. Before any mailing under this Paragraph  
9                   occurs, the Claims Administrator shall run the postal  
10                  addresses of Settlement Class Members through the  
11                  United States Postal Service (“USPS”) National Change  
12                  of Address database to update any change of address on  
13                  file with the USPS;
- 14                 • in the event that a mailed Short Notice is returned to the  
15                  Claims Administrator by the USPS because the address  
16                  of the recipient is no longer valid, and the envelope  
17                  contains a forwarding address, the Claims Administrator  
18                  shall re-send the Short Notice to the forwarding address  
19                  within seven (7) days of receiving the returned Short  
20                  Notice;
- 21                 • in the event that subsequent to the first mailing of a Short  
22                  Notice, and at least fourteen (14) days prior to the Opt-  
23                  Out and Objection Deadline, a Short Notice is returned  
24                  to the Claims Administrator by the USPS because the  
25                  address of the recipient is no longer valid, i.e., the  
26                  envelope is marked “Return to Sender” and does not  
27                  contain a new forwarding address, the Claims  
28                  Administrator shall perform a standard skip trace, in the

1 manner that the Claims Administrator customarily  
2 performs skip traces, in an effort to attempt to ascertain  
3 the current address of the particular Settlement Class  
4 Member in question and, if such an address is  
5 ascertained, the Claims Administrator will re-send the  
6 Short Notice within seven (7) days of receiving such  
7 information. This shall be the final requirement for  
8 mailing.

- 9 d) Publishing, on or before the Notice Commencement Date, the Short  
10 Notice, Claim Form, and Long Notice on the Settlement Website, as  
11 specified in the Preliminary Approval Order, and maintaining and  
12 updating the website throughout the claim period;
- 13 e) A toll-free help line staffed with live agents shall be made available  
14 to provide Settlement Class Members with additional information  
15 about the settlement. The Claims Administrator also will provide  
16 copies of the forms of Short Notice, Long Notice, and paper Claim  
17 Form, as well as this Settlement Agreement, upon request; and
- 18 f) Contemporaneously with seeking Final Approval of the Settlement,  
19 Proposed Settlement Class Counsel shall cause to be filed with the  
20 Court an appropriate affidavit or declaration from the Claims  
21 Administrator with respect to complying with this provision of notice.

22 3.3 The Short Notice, Long Notice, and other applicable communications to the  
23 Settlement Class may be adjusted by the Claims Administrator, respectively, in  
24 consultation and agreement with the Settling Parties, as may be reasonable and not  
25 inconsistent with such approval. The Notice Program shall commence within thirty (30)  
26 days after entry of the Preliminary Approval Order and shall be substantially completed  
27 within forty-five (45) days after entry of the Preliminary Approval Order.

28 3.4 Proposed Settlement Class Counsel and NABCO's counsel shall request that

1 after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and  
2 grant final approval of the settlement set forth herein.

3 3.5 NABCO will also cause the Claims Administrator to provide the CAFA  
4 Notice to the relevant state and federal governmental officials as required by the Class  
5 Action Fairness Act. The cost of such notice shall be paid for from the Settlement Fund.

#### 6 **4. Opt-Out Procedures**

7 4.1 Each Person wishing to opt-out of the Settlement Class shall individually  
8 sign and timely submit written notice of such intent to the designated Post Office box  
9 established by the Claims Administrator. The written notice must clearly manifest a  
10 Person’s intent to opt-out of the Settlement Class. To be effective, written notice must be  
11 postmarked no later than sixty (60) days after the Notice Commencement Date.

12 4.2 All Persons who submit valid and timely notices of their intent to opt-out of  
13 the Settlement Class, as set forth above, referred to herein as “Opt-Outs,” shall not receive  
14 any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons  
15 falling within the definition of the Settlement Class who do not opt-out of the Settlement  
16 Class in the manner set forth above shall be bound by the terms of this Settlement  
17 Agreement and Judgment entered thereon. Within seven (7) days after the Opt-Out Date,  
18 the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to  
19 NABCO’s counsel a complete list of all timely and valid requests for exclusion (the “Opt-  
20 Out List”).

#### 21 **5. Objection Procedures**

22 5.1 Each Settlement Class Member desiring to object to the Settlement  
23 Agreement shall submit a timely written notice of his or her objection by the Objection  
24 Date. All written objections and supporting papers must be submitted ONLY TO THE  
25 COURT and (a) clearly identify the case name and number (*In Re: North American*  
26 *Breaker Co. Data Security*, Case No. 8:25-cv-00402-HDV-KES); (b) state the objector’s  
27 full name, address, telephone number (if any), and email address (if any); (c) provide  
28 information identifying the objector as a Settlement Class Member; (d) include a written

1 statement of the grounds for objection, accompanied by any legal support the objector  
2 wishes to submit; (e) state the number of times the objector has objected to a class action  
3 settlement within the past 3 years preceding the date that the objector files the objection  
4 including the case name, court, and docket number of each case in which the objector has  
5 made such an objection; (f) confirm whether the objector or a lawyer representing the  
6 objector intends to personally appear and/or testify at the Final Approval Hearing; and  
7 (g) include the objector's signature or the signature of the objector's duly authorized  
8 lawyer or representative. Each objection must be submitted to the Court either by filing  
9 them electronically or in person at any location of the United States District Court for the  
10 Central District of California, or by mailing them to the Class Action Clerk, United States  
11 District Court for the Central District of California (Western Division) at First Street U.S.  
12 Courthouse, 350 W 1<sup>st</sup> Street, Courtroom 5B, 5th Floor, Los Angeles, CA 90012, and be  
13 filed or postmarked on or before the deadline established by the Court (anticipated to be  
14 60 days after the Notice Date). All objections will be scanned into the electronic case  
15 docket, and the parties will receive electronic notices of all filings.

16       5.2 Any Settlement Class Member who fails to comply with the requirements  
17 for objecting in ¶5.1 shall waive and forfeit any and all rights he or she may have to  
18 appear separately and/or to object to the Settlement Agreement and shall be bound by all  
19 the terms of the Settlement Agreement and by all proceedings, orders, and judgments in  
20 the Litigation. The exclusive means for any challenge to the Settlement Agreement shall  
21 be through the provisions of ¶5.1. Without limiting the foregoing, any challenge to the  
22 Settlement Agreement, the final order approving this Settlement Agreement, or the  
23 Judgment to be entered upon final approval shall be pursuant to appeal under the Federal  
24 Rules of Appellate Procedure and not through a collateral attack.

## 25       **6. Releases**

26       6.1 Upon the Effective Date, each Settlement Class Member, including  
27 Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully,  
28 finally, and forever released, relinquished, and discharged all Released Claims. Further,

1 upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class  
2 Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a  
3 member of or on behalf of the general public or in any capacity, be permanently barred  
4 and enjoined from commencing, prosecuting, or participating in any recovery in any  
5 action in this or any other forum (other than participation in the settlement as provided  
6 herein) in which any of the Released Claims is asserted.

7 **7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service**  
8 **Award to Representative Plaintiffs**

9 7.1 The Settling Parties did not discuss the amount of attorneys' fees, costs,  
10 expenses, and/or service award to Plaintiffs, as provided for in ¶¶ 7.2-7.3, that Plaintiffs  
11 and Proposed Class Counsel may seek until after the substantive terms of the Settlement  
12 had been agreed upon.

13 7.2 Within forty-five (45) days of the Notice Commencement Date, Proposed  
14 Settlement Class Counsel will seek an order from the Court awarding up to 25% of the  
15 Settlement Fund to Proposed Settlement Class Counsel for attorneys' fees. Proposed  
16 Settlement Class Counsel may also seek an order from the Court awarding up to \$20,000  
17 in unreimbursed litigation costs and expenses. Proposed Settlement Class Counsel, in  
18 their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and  
19 expenses awarded by the Court among Plaintiffs' Counsel.

20 7.3 Within forty-five (45) days of the entry of the Notice Commencement Date,  
21 Proposed Settlement Class Counsel will seek an order from the Court awarding up to  
22 \$2,000 in service awards to the Representative Plaintiffs.

23 7.4 If awarded by the Court, the Claims Administrator shall pay the attorneys'  
24 fees, costs, expenses, and service awards to Plaintiffs, as set forth above in ¶¶ 7.2-7.3, out  
25 of the Settlement Fund within twenty-one (21) days after the Effective Date. The award  
26 of Attorneys' fees and expenses for Proposed Class Counsel and of a service awards to  
27 Plaintiffs shall be wired to Emery Reddy, PC. via wiring instructions to be provided after  
28 Final Approval, if such Final Approval is ordered by this Court. Proposed Settlement

1 Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses  
2 among Plaintiffs' Counsel and the service award to Plaintiffs consistent with ¶¶ 7.2-7.3.

3 7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the  
4 service award to Plaintiffs, are intended to be considered by the Court separately from  
5 the Court's consideration of the fairness, reasonableness, and adequacy of the settlement.  
6 No order of the Court, or modification or reversal or appeal of any order of the Court,  
7 concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award  
8 ordered by the Court to Proposed Settlement Class Counsel or Plaintiffs shall affect  
9 whether the Judgment is Final or constitute grounds for cancellation or termination of  
10 this Settlement Agreement.

#### 11 **8. Administration of Claims**

12 8.1 The Claims Administrator shall administer and calculate the claims  
13 submitted by Settlement Class Members. Proposed Settlement Class Counsel and counsel  
14 for NABCO shall be given reports as to both claims and distribution and have the right  
15 to review and obtain supporting documentation and challenge such reports if they believe  
16 them to be inaccurate or inadequate. The Claims Administrator's and the claims referee's,  
17 as applicable, determination of whether a Settlement Claim is a Valid Claim shall be  
18 binding, subject to the dispute resolution process set forth herein. All claims agreed to be  
19 paid in full by NABCO shall be deemed valid.

20 8.2 Checks for Valid Claims and/or compensation from the Settlement  
21 Remainder shall be mailed and postmarked within sixty (60) days of the Effective Date,  
22 or within thirty (30) days of the date that the claim is approved, whichever is later.

23 8.3 Upon the mailing of checks as set forth in ¶ 8.2, all Settlement Class  
24 Members shall be forever barred from receiving any payments or benefits pursuant to the  
25 settlement set forth herein, but will in all other respects be subject to, and bound by, the  
26 provisions of the Settlement Agreement, the releases contained herein and the Judgment.

27 8.4 No Person shall have any claim against the Claims Administrator, claims  
28 referee, NABCO, Proposed Settlement Class Counsel, Plaintiffs, and/or NABCO's

1 counsel based on distributions of benefits to Settlement Class Members.

2       **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or**  
3       **Termination**

4       9.1 The Effective Date of the settlement shall be conditioned on the occurrence  
5 of all of the following events:

- 6           a) the Court has entered the Order of Preliminary Approval and  
7           Publishing of Notice of a Final Fairness Hearing, as required by  
8           provisions herein;
- 9           b) the Settling Parties have not exercised the option to terminate the  
10          Settlement Agreement;
- 11          c) the Court has entered the Judgment granting final approval to the  
12          settlement as set forth herein; and
- 13          d) the Judgment has become Final, as defined herein.

14       9.2 Plaintiff and NABCO shall each have the right to terminate this Agreement  
15 by providing written notice of their election to do so to each other within seven (7) days  
16 of: (1) the Court declining to enter the Preliminary Approval Order in a form materially  
17 consistent with **Exhibit 4**; (2) the Court declining to enter the Final Approval Order in a  
18 form materially consistent with **Exhibit 5** (other than determining, in the Court's sole  
19 discretion, the amount of the attorneys' fees and expenses and service award in  
20 accordance with this Agreement); (3) the date upon which the Final Approval Order or  
21 Judgment is modified or reversed in any material respect by an appellate court, which  
22 indicates that the Settlement cannot be approved if the Parties make revisions that are  
23 materially consistent with this Settlement Agreement (except with respect to the amount  
24 of the attorneys' fees and expenses or service awards sought). Finally, the Parties can  
25 terminate this Settlement Agreement by mutual agreement before the Court enters the  
26 Final Approval Order. If an option to terminate this Settlement Agreement arises under  
27 this Paragraph, no Party is required for any reason or any circumstance to exercise that  
28 option. Notwithstanding any statement in this Settlement Agreement to the contrary, no

1 order of the Court or modification or reversal on appeal of any order reducing the amount  
2 of attorneys' fees, costs, expenses and/or service awards shall constitute grounds for  
3 cancellation or termination of the Settlement Agreement.

4       9.3 In the event that the Settlement Agreement or the releases set forth above  
5 are not approved by the Court or the settlement set forth in the Settlement Agreement is  
6 terminated in accordance with its terms, (i) the Settling Parties shall be restored to their  
7 respective positions in the Litigation and shall jointly request that all scheduled litigation  
8 deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling  
9 Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement  
10 Agreement shall have no further force and effect with respect to the Settling Parties and  
11 shall not be used in the Litigation or in any other proceeding for any purpose, and any  
12 judgment or order entered by the Court in accordance with the terms of the Settlement  
13 Agreement shall be treated as vacated, *nunc pro tunc*. In the event of such termination,  
14 all Parties' respective pre-Settlement rights, claims, and defenses will be retained and  
15 preserved. Notwithstanding any statement in this Settlement Agreement to the contrary,  
16 no order of the Court or modification or reversal on appeal of any order reducing the  
17 amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds  
18 for cancellation or termination of the Settlement Agreement.

19       9.4 If this Settlement Agreement is terminated or fails to become effective, all  
20 funds in the Settlement Fund shall be promptly returned to NABCO. However, NABCO  
21 shall be obligated to pay amounts already billed or incurred for costs of notice to the  
22 Settlement Class, Claims Administration, and Dispute Resolution pursuant to the above  
23 and shall not, at any time, seek recovery of same from any other party to the Litigation  
24 or from counsel to any other party to the Litigation. After payment of any Claims  
25 Administration and Dispute Resolution that have been incurred and are due to be paid  
26 from the Settlement Fund, the Claims Administrator shall return the balance of the  
27 Settlement Fund to NABCO within twenty-one (21) days of termination.

28       **10. Miscellaneous Provisions**

1           10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this  
2 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate  
3 and implement all terms and conditions of this Settlement Agreement, and to exercise  
4 their best efforts to accomplish the terms and conditions of this Settlement Agreement.

5           10.2 The Settling Parties intend this settlement to be a final and complete  
6 resolution of all disputes between them with respect to the Litigation. The settlement  
7 compromises claims that are contested and shall not be deemed an admission by any  
8 Settling Party as to the merits of any claim or defense. The Settling Parties each agree  
9 that the settlement was negotiated in good faith by the Settling Parties, and reflects a  
10 settlement that was reached voluntarily after consultation with competent legal counsel.  
11 The Settling Parties reserve their right to rebut, in a manner that such party determines to  
12 be appropriate, any contention made in any public forum that the Litigation was brought  
13 or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have  
14 any liability to any other Party as it relates to the Litigation, except as set forth herein.

15           10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor  
16 any act performed or document executed pursuant to or in furtherance of the Settlement  
17 Agreement or the settlement (i) is or may be deemed to be or may be used as an admission  
18 of, or evidence of, the validity or lack thereof of any Released Claim, or of any  
19 wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be  
20 or may be used as an admission of, or evidence of, any fault or omission of any of the  
21 Released Persons in any civil, criminal or administrative proceeding in any court,  
22 administrative agency or other tribunal. Any of the Released Persons may file the  
23 Settlement Agreement and/or the Judgment in any action that may be brought against  
24 them or any of them in order to support a defense or counterclaim based on principles of  
25 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction  
26 or any other theory of claim preclusion or issue preclusion or similar defense or  
27 counterclaim.

28           10.4 The Settlement Agreement may be amended or modified only by a written

1 instrument signed by or on behalf of all Settling Parties or their respective successors-in-  
2 interest.

3 10.5 This Agreement contains the entire understanding between NABCO and  
4 Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous  
5 negotiations, agreements, commitments, understandings, and writings between NABCO  
6 and Plaintiffs in connection with the payment of the Litigation settlement. Except as  
7 otherwise provided herein, each party shall bear its own costs.

8 10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is  
9 expressly authorized by Plaintiffs to take all appropriate actions required or permitted to  
10 be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its  
11 terms, and also are expressly authorized to enter into any modifications or amendments  
12 to the Settlement Agreement on behalf of the Settlement Class which they deem  
13 appropriate in order to carry out the spirit of this Settlement Agreement and to ensure  
14 fairness to the Settlement Class.

15 10.7 Each counsel or other Person executing the Settlement Agreement on behalf  
16 of any party hereto hereby warrants that such Person has the full authority to do so.

17 10.8 The Settlement Agreement may be executed in one or more counterparts.  
18 All executed counterparts and each of them shall be deemed to be one and the same  
19 instrument. A complete set of original executed counterparts shall be filed with the Court.

20 10.9 The Settlement Agreement shall be binding upon, and inure to the benefit  
21 of, the successors and assigns of the parties hereto.

22 10.10 The Court shall retain jurisdiction with respect to the implementation and  
23 enforcement of the terms of the Settlement Agreement, and all parties hereto submit to  
24 the jurisdiction of the Court for purposes of implementing and enforcing the settlement  
25 embodied in the Settlement Agreement.

26 10.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,”  
27 and “him” means “him, her, or it.”

28 10.12 All dollar amounts are in United States dollars (USD).

1           10.13 Cashing a settlement check is a condition precedent to any Settlement Class  
2 Member's right to receive settlement benefits. All settlement checks shall be void ninety  
3 (90) days after issuance and shall bear the language: "This check must be cashed within  
4 ninety (90) days, after which time it is void." If a check becomes void, the Settlement  
5 Class Member shall have until six months after the Effective Date to request re-issuance.  
6 If no request for re-issuance is made within this period, the Settlement Class Member will  
7 have failed to meet a condition precedent to recovery of settlement benefits, the  
8 Settlement Class Member's right to receive monetary relief shall be extinguished, and  
9 ASM shall have no obligation to make payments to the Settlement Class Member for  
10 expense reimbursement or any other type of monetary relief. The same provisions shall  
11 apply to any re-issued check. For any checks that are issued or re-issued for any reason  
12 more than one hundred eighty (180) days from the Effective Date, requests for re-  
13 issuance need not be honored after such checks become void.

14           10.14 All agreements made and orders entered during the course of the Litigation  
15 relating to the confidentiality of information shall survive this Settlement Agreement.

16           10.15 Each Party acknowledges, agrees, and specifically warrants that he has fully  
17 read this Settlement Agreement and the Releases contained therein, received independent  
18 legal advice with respect to the advisability of entering into this Settlement Agreement  
19 and the Releases and their legal effects and fully understands the effect of this Settlement  
20 Agreement and the Releases.

21           10.16 Neither Plaintiffs nor NABCO shall be considered to be the drafter of this  
22 Settlement Agreement or any of its provisions for the purpose of any statute, case law, or  
23 rule of interpretation or construction that would or might cause any provision to be  
24 construed against the drafter of this Settlement Agreement.

25           10.17 The waiver by any Party of any breach of this Settlement Agreement by  
26 another Party shall not be deemed or construed as a waiver of any other breach, whether  
27 prior, subsequent, or contemporaneous, of this Settlement Agreement.

28           10.18 Before filing any motion in the Court raising a dispute arising out of or

1 related to this Settlement Agreement, the Parties shall consult with each other and certify  
2 to the Court that they have met and conferred in an attempt to resolve the dispute.

3 IN WITNESS WHEREOF, the parties hereto have caused the Settlement  
4 Agreement to be executed.

5 **AGREED TO BY:**

6  
7  
8 **Plaintiff, Alec Pilavian**

9 \_\_\_\_\_

10 **Plaintiff, Ronald Swan**

11 \_\_\_\_\_

12  
13 By: Kristen Lake Cardoso  
Kristen Lake Cardoso (Feb 5, 2026 14:36:01 EST)

14 **KOPELOWITZ OSTROW P.A.**  
15 Kristen Lake Cardoso (SBN 338762)  
16 *cardoso@kolalawyers.com*  
17 One West Las Olas Blvd., Suite 500  
18 Fort Lauderdale, FL 33301  
19 Telephone: (954) 525-4100

20 By: \_\_\_\_\_

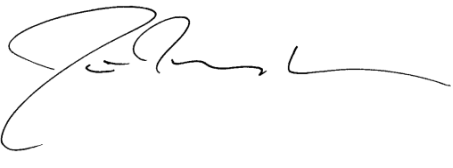
21 **EMERY REDDY, PC**  
22 M. Anderson Berry (SBN 262879)  
23 600 Stewart Street, Suite 1100  
24 Seattle, WA 98101  
25 Tel: (916) 823-6955  
26 Fax: (206) 441-8711  
27 anderson@emeryreddy.com

28 ***Counsel for Plaintiffs and  
the Proposed Settling Class***

**Defendant, NORTH AMERICAN  
BREAKER COMPANY, LLC**

Signed by:  
By: Eric Quinn  
576518D9E3C3492...

Its: President

By: 

**MULLEN COUGHLIN, LLC**  
James F. Monagle, SBN 236638  
Edgar F. Navarrete, SBN 322662  
500 Capitol Mall, Suite 2350  
Sacramento, CA 95814  
Tel: (267) 930-1529  
Email: *jmonagle@mullen.law;*  
*enavarrete@mullen.law*

*Attorneys for Defendant North American  
Breaker Company, LLC*

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2 to the Court that they have met and conferred in an attempt to resolve the dispute.

3 IN WITNESS WHEREOF, the parties hereto have caused the Settlement  
4 Agreement to be executed.

5 **AGREED TO BY:**

6  
7  
8 **Plaintiff, Alec Pilavian**

**Defendant, NORTH AMERICAN  
BREAKER COMPANY, LLC**


9 \_\_\_\_\_  
10 **Plaintiff, Ronald Swan**

By: \_\_\_\_\_

Its: \_\_\_\_\_

11 \_\_\_\_\_  
12  
13 By: *Kristen Lake Cardoso*  
Kristen Lake Cardoso (Feb 5, 2026 14:36:01 EST)  
14 **KOPELOWITZ OSTROW P.A.**  
15 Kristen Lake Cardoso (SBN 338762)  
16 *cardoso@kolalawyers.com*  
17 One West Las Olas Blvd., Suite 500  
18 Fort Lauderdale, FL 33301  
19 Telephone: (954) 525-4100

By: \_\_\_\_\_  
**MULLEN COUGHLIN, LLC**  
James F. Monagle, SBN 236638  
Edgar F. Navarrete, SBN 322662  
500 Capitol Mall, Suite 2350  
Sacramento, CA 95814  
Tel: (267) 930-1529  
Email: *jmonagle@mullen.law;*  
*enavarrete@mullen.law*

20 By:   
**EMERY REDDY, PC**  
21 M. Anderson Berry (SBN 262879)  
22 600 Stewart Street, Suite 1100  
23 Seattle, WA 98101  
24 Tel: (916) 823-6955  
25 Fax: (206) 441-8711  
*anderson@emeryreddy.com*

*Attorneys for Defendant North American  
Breaker Company, LLC*

26 ***Counsel for Plaintiffs and***  
27 ***the Proposed Settling Class***  
28

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3 IN WITNESS WHEREOF, the parties hereto have caused the Settlement  
4 Agreement to be executed.

5 **AGREED TO BY:**

6  
7  
8 **Plaintiff, Alec Pilavian**

9   
Alec Pilavian (Feb 5, 2026 17:46:48 EST)

**Defendant, NORTH AMERICAN  
BREAKER COMPANY, LLC**

By: \_\_\_\_\_

10 **Plaintiff, Ronald Swan**

11   
Signed by:  
94675C20E0FE467...

Its: \_\_\_\_\_

12  
13 By: Kristen Lake Cardoso  
Kristen Lake Cardoso (Feb 5, 2026 14:36:01 EST)

14 **KOPELOWITZ OSTROW P.A.**  
15 Kristen Lake Cardoso (SBN 338762)  
16 *cardoso@kolalawyers.com*  
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18 Fort Lauderdale, FL 33301  
19 Telephone: (954) 525-4100

By: \_\_\_\_\_

**MULLEN COUGHLIN, LLC**  
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Sacramento, CA 95814  
Tel: (267) 930-1529  
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20 By: \_\_\_\_\_

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23 Seattle, WA 98101  
24 Tel: (916) 823-6955  
25 Fax: (206) 441-8711  
*anderson@emeryreddy.com*

*Attorneys for Defendant North American  
Breaker Company, LLC*

26 ***Counsel for Plaintiffs and***  
27 ***the Proposed Settling Class***

# **EXHIBIT A**

**A proposed Settlement has been reached in a class action lawsuit  
known as *Pilavian v. North American Breaker Company, LLC*, Case No. 8:25-cv-00402-  
HEV-KES (“Litigation”), filed in the United States District Court for the Central District  
of California, Western Division.**

**What is this about?** This Litigation alleges that between August 25 and August 26, 2024, Defendant, North American Breaker Company, LLC (“NABCO” or “Defendant”) experienced a ransomware attack perpetrated by the Akira ransomware group (the “Data Security Incident”). Plaintiffs further assert that, as a result of the Data Security Incident, cybercriminals accessed and obtained sensitive and confidential personal information belonging to Plaintiffs and Class Members, including names and Social Security numbers (collectively, “Personally Identifiable Information” or “PII”). NABCO disagrees with Plaintiffs’ claims and denies any wrongdoing.

**Who is a Settlement Class Member?** You are a Settlement Class Member if you are a United States Resident whose PII was compromised in the Data Security Incident.

**What are the benefits?** The settlement provides the following benefits:

- **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 of Out-Of-Pocket Expenses 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.
- **Business Practices:** NABCO will also agree to take, or to confirm that it has taken, certain steps to further secure its systems and environments.
- **How do I make a claim?** You must file a Claim Form by <<Claims Deadline>> to obtain the Out-of-Pocket Expense Reimbursement or *Pro Rata* Cash Payment from the settlement, either by mail postmarked and mailed to the Claim Administrator’s address below, or online at [www.website.com](http://www.website.com)

**What are my other rights?**

**Do nothing:** If you do nothing, you will remain part of the settlement and give up your right to sue NABCO about the claims in this case. However, you will not receive any monetary benefits from the settlement unless you submit a valid Claim Form.

**Exclude yourself:** You can get out of the settlement and keep your right to sue NABCO related to the Data Security Incident, but you will not receive any compensation from the settlement. You must submit a valid and timely request for exclusion to the Claims Administrator by <<Opt-Out Date>>.

**Object:** You can stay in the settlement but tell the Court why you think the settlement should not be approved. Objections must be submitted by <<Objection Date>>.

Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website below. The Court will hold the Final Fairness Hearing at <<Date>> at <<Time>> a.m./p.m. PT to consider whether the proposed settlement is fair, reasonable, and adequate, to consider attorneys' fees up to twenty-five percent (25%) of the Settlement Fund (\$50,000), plus up to \$20,000 in unreimbursed litigation costs and expenses, and a service award of \$2,000 to each named Representative Plaintiff in this Litigation, and to consider whether and if it should be approved. You may attend this hearing but are not required to. The date may change without further notice to the Settlement Class, so please check the [www.website.com](http://www.website.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 1<sup>st</sup> Street, Courtroom 9B, 9<sup>th</sup> 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.

**More information. *This Notice is only a summary.*** For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other documents, or to change or update your contact information, visit the Settlement Website at [www.website.com](http://www.website.com), or call (XXX) XXX-XXXX. You may also contact the Settlement Administrator at **North American Breaker Company, LLC Data Security Incident Litigation**, c/o [NAME], Class Counsel at [email address and phone number]

# **EXHIBIT B**

**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-KES**

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

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**If North American Breaker Company, LLC (“NABCO” or “Defendant”) Notified You that Your Personal 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.**

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- 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, Defendant NABCO experienced a ransomware attack perpetrated by the Akira ransomware group (the “Data Security Incident”). Plaintiffs further assert that, as a result of the Data Security Incident, cybercriminals accessed and obtained sensitive and confidential personal information belonging to Plaintiffs and Class Members, including 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.
  - ❖ NABCO also agrees to take, or to confirm that it has taken, certain steps to further secure its systems and environments.

Questions? Go to [www.website.com](http://www.website.com) or call [\(XXX\) XXX-XXXX](tel:(XXX) XXX-XXXX)

- 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>	<p><b>The only way to get a reimbursement and/or compensation.</b></p> <p>Claim Forms must be submitted online by [INSERT] or, if mailed, <b>postmarked no later than [INSERT]</b>.</p>
<b>Do Nothing</b>	<p>If you do nothing, you remain in the settlement.</p> <p>You give up your rights to sue, and you will not get any money.</p>
<b>Exclude Yourself</b>	<p><b>Get out of the settlement. Get no money. Keep your rights.</b></p> <p>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.</p> <p>Your request to exclude yourself must be postmarked no later than [INSERT].</p>
<b>File an Objection</b>	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than [INSERT].</p>
<b>Go to a Hearing</b>	<p>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.</p> <p>The Final Fairness Hearing is scheduled for [INSERT].</p>

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

## WHAT THIS NOTICE CONTAINS

### **Basic Information ..... Pages 4-5**

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?

### **The Settlement Benefits ..... Pages 5-6**

6. What does this settlement provide?
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8. What am I giving up as part of the settlement?
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### **Exclude Yourself ..... Pages 6-7**

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### **The Lawyers Representing You ..... Page 7**

12. Do I have a lawyer in the case?
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### **Objecting to the Settlement ..... Pages 7-8**

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

### **The Final Fairness Hearing ..... Pages 8-9**

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?

### **Do Nothing ..... Page 9**

19. What happens if I do nothing?

### **Get More Information ..... Page 9**

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.

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-KES, filed in the United States District Court for the Central District of California, Western Division. The individuals who sued are called the “Plaintiffs” and the company they sued, 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, Defendant, NABCO, experienced a ransomware attack perpetrated by the Akira ransomware group (the “Data Security Incident”). Plaintiffs further assert that, as a result of the Data Security Incident, cybercriminals accessed and obtained sensitive and confidential personal information belonging to Plaintiffs and Class Members, including names and Social Security numbers (collectively, “Personally Identifiable Information” or “PII”). After learning of the Data Security Incident, notification was mailed 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 Plaintiffs’ claims and denies any wrongdoing.

### 3. Why is there a settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. 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 did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed settlement are found in the Settlement Agreement available at [INSERT].

### 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.”

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

## 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. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the settlement, visit [INSERT], call toll-free [INSERT], or write to North American Breaker Company, LLC Data Security Incident Litigation, c/o [NAME AND ADDRESS].

### 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:** NABCO also agrees to take, or to confirm that it has 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.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

## 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.website.com](http://www.website.com) or by mail to **North American Breaker Company, LLC Data Security Incident Litigation**, c/o **[NAME AND ADDRESS]**. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by **<<Claims Deadline>>** or by mail **postmarked by <<Claims Deadline>>**.

## 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 **[INSERT WEBSITE]**

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 **[Opt-Out Date]** to:

**North American Breaker Company, LLC Data Security Incident Litigation**  
**CPT Group, Inc.**  
**[INSERT]**

Questions? Go to [www.website.com](http://www.website.com) or call **(XXX) XXX-XXXX**

Instructions on how to submit a request for exclusion are available at [INSERT WEBSITE] or from the Claims Administrator by calling (XXX) XXX-XXXX.

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 [45 days after Notice Commencement Date] and posted on the Settlement Website, [INSERT WEBSITE], 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 [Objection Date]** 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-KES);
- 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;

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

- 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 [Objection Date], 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 at [INSERT DATE, TIME, LOCATION]. The date may change without further notice to the Settlement Class, so please check the [WEBSITE], 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?**

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

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 [INSERT WEBSITE] or call [INSERT PHONE]. You may also contact the Claims Administrator at North American Breaker Company, LLC Data Security Incident Litigation, c/o [NAME AND ADDRESS], or Class Counsel at [email address and phone number].

**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.website.com](http://www.website.com) or at the address below:

North American Breaker Company, LLC Data Security Incident Litigation  
c/o [NAME AND ADDRESS]

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

# EXHIBIT C

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Your claim must be submitted online or postmarked by: <<Claims Deadline>>

CLAIM FORM

Pilavian v. North American Breaker Company, LLC, Case No. 8:24-cv-00402-HDV-KES United States District Court, District of Central California

ASM-C

GENERAL INSTRUCTIONS

If your Private Information was compromised in a Data Security Incident detected on August 26, 2024, involving the North American Breaker Company, LLC ("NABCO"), you may submit a claim for settlement benefits, outlined below. Please refer to the Long-Form Notice posted on the Settlement Website www.website.com, for more information on submitting a Claim Form.

To receive compensation for Out-of-Pocket Losses or a cash payment, you MUST submit the Claim Form below, which can also be done electronically at www.website.com by <<Claims Deadline>>

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

North American Breaker Company, LLC Data Security Incident Litigation c/o CPT Group, Inc. [ADDRESS]

You may submit a claim for the following benefits:

- 1) Out-of-Pocket Expense Reimbursement: Compensation from the Settlement Fund, up to a total of \$3,000 per Settlement Class Member, upon submission of an Approved Claim and supporting documentation, for Out-of-Pocket Losses incurred as a result of the Data Security Incident; and
2) Pro Rata Cash Payment: The remainder amount of the Settlement Fund allocated for Settlement Class Member benefits 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.

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Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

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**I. PAYMENT SELECTION**

If you would like to elect to receive your Settlement Claim payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

**II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

\_\_\_\_\_  
**First Name** **Last Name**

\_\_\_\_\_  
**Address 1**

\_\_\_\_\_  
**Address 2**

\_\_\_\_\_  
**City** **State** **Zip Code**

**Email Address (optional):** \_\_\_\_\_ @ \_\_\_\_\_

**Telephone Number:** ( \_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ \_\_\_\_ - \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

**III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP**

Check this box to certify that you are an individual whose Personally Identifiable Information (“PII”) was compromised in the data incident detected by NABCO on August 26, 2024. PII includes names plus Social Security number.

Enter the Settlement Class Member ID number provided on your Short Notice, or if you did not receive a Short Notice, the last four digits of your Social Security Number:

**Settlement Class Member ID :** 0 0 0 0 0 \_\_\_\_\_

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

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**IV. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES**

Settlement Class Members may submit a claim for up to a total of \$3,000 of out-of-pocket expenses fairly traceable to the Data Security Incident. These claims 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 amount of those claims.

*Out-of-Pocket Expenses incurred as a direct result of the Data Security Incident, including but not limited to:*

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

**You must submit documentation to obtain this reimbursement.**

I have attached documentation showing that the claimed losses were more likely than not caused by the Data Security Incident. I have submitted reasonable documentation supporting my claims. This can include receipts or other documentation that document the costs incurred, but does not include documentation that is “self-prepared”. “Self-prepared” documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

<b>Cost Type</b> (Fill all that apply)	<b>Approximate Date of Out-of-Pocket Expense</b>	<b>Amount of Out-of-Pocket Expense</b>	<b>Description of Supporting Reasonable Documentation</b> (Identify what you are attaching and why)
Example: Identity Theft Protection Service	<u>07/17/20</u> (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	<u>    /    /    </u> (mm/dd/yy)	\$ _____.	
	<u>    /    /    </u> (mm/dd/yy)	\$ _____.	
	<u>    /    /    </u> (mm/dd/yy)	\$ _____.	

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

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**V. PRO RATA SETTLEMENT FUND REMAINDER CASH PAYMENT (NON-CALIFORNIA RESIDENTS)**

If you wish to receive one (1) share of the *Pro Rata* Cash Payment, you may check off the box for this section, and then simply return this Claim Form.

You may request this benefit even if you did not incur Out-of-Pocket Expenses caused by the Data Incident. 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.

**VI. PRO RATA SETTLEMENT FUND REMAINDER CASH PAYMENT (CALIFORNIA RESIDENTS)**

If you **are a California Resident and/or resided in California on August 25, 2024** and wish to receive two total (2) total shares of the *Pro Rata* Cash Payment, you may check off the box for this section, sign the attestation at the end of this Claim Form (section VII), and return this Claim Form. To qualify as a California Resident for the purposes of this benefit, you will have to provide proof of California residency. Here, your signed attestation shall satisfy the proof requirement for California residency. By checking this box you are attesting, under penalty of perjury, that you were a California resident on August 25, 2024.

You may request this benefit even if you did not incur Out-of-Pocket Expenses caused by the Data Incident.

You will receive an email at the email address provided above after final approval of the Settlement prompting you to select how you would like to be paid. You can receive payment via a digital payment, or you can elect to receive a check.

**VII. ATTESTATION & SIGNATURE**

I swear and affirm under the laws the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

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Page 4 of 4

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

IN RE: NORTH AMERICAN  
BREAKER CO. DATA SECURITY  
LITIGATION

Master File No. 8:25-cv-00402

Hon. Hernan D. Vera

This Document Relates to: All  
Actions

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

This matter is before the Court for consideration of whether the Settlement Agreement<sup>1</sup> reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement Agreement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of The Settlement Classes**

(1) The Court provisionally certifies the following Settlement Class for purposes of settlement only:

All persons residing in the United States whose PII was compromised in the Data Security Incident, including all who were sent a notice of the Data Security Incident. The Settlement Class specifically excludes: (i) North American Breaker Company, LLC (“NABCO”), the Related Entities,

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<sup>1</sup> Unless otherwise defined, all capitalized terms herein have the same meanings as those defined in Section 1 of the Settlement Agreement and Release (the “Settlement Agreement”).

1 and their officers and directors; (ii) all Settlement Class  
2 Members who timely and validly request exclusion from the  
3 Settlement Class; (iii) any judges assigned to this case and  
4 their staff and immediate family; and (iv) any other Person  
5 found by a court of competent jurisdiction to be guilty under  
6 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.

7 The Court also provisionally certifies the following California Subclass for  
8 purposes of settlement only:

9 All citizens of California whose PII was compromised in the  
10 Data Security Incident, including all who were sent a notice  
11 of the Data Security Incident. The California Subclass  
12 specifically excludes: (i) NABCO, the Related Entities, and  
13 their officers and directors; (ii) all Settlement Class Members  
14 who timely and validly request exclusion from the  
15 Settlement Class; (iii) any judges assigned to this case and  
16 their staff and immediate family; and (iv) any other Person  
17 found by a court of competent jurisdiction to be guilty under  
criminal law of initiating, causing, aiding or abetting the  
18 criminal activity occurrence of the Data Security Incident or  
19 who pleads *nolo contendere* to any such charge.

20 Together, the Settlement Class, including the California Subclass, is referred to  
21 herein as the “Settlement Class.”

22 (2) The Court determines that for settlement purposes the proposed  
23 Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a)  
24 and (b)(3), namely that the class is so numerous that joinder of all Class Members is  
25 impractical; that there are common issues of law and fact; that the claims of the Class  
26 Representatives are typical of absent Class Members; that the Class Representatives  
27 will fairly and adequately protect the interests of the Class as they have no interests  
28 antagonistic to or in conflict with the Class and have retained experienced and  
competent counsel to prosecute this matter; that common issues predominate over any

1 individual issues; and that a class action is the superior means of adjudicating the  
2 controversy.

3 (3) Plaintiffs Alec Pilavian and Ronald Swan are designated and appointed as  
4 the Settlement Class Representatives or the Representative Plaintiffs.

5 (4) Kristen Lake Cardoso of Kopelowitz Ostrow P.A. and M. Anderson Berry  
6 of Emery Reddy, PC, are designated as Class Counsel pursuant to Federal Rule of Civil  
7 Procedure 23(g). The Court finds that Class Counsel are experienced and will  
8 adequately protect the interests of the Settlement Class.

9 **Preliminary Approval of the Proposed Settlement Agreement**

10 (5) Upon preliminary review, the Court finds the proposed Settlement  
11 Agreement is fair, reasonable, and adequate, otherwise meets the criteria for approval,  
12 and warrants issuance of notice to the Settlement Class. Accordingly, the proposed  
13 Settlement Agreement is preliminarily approved.

14 **Final Approval Hearing**

15 (6) A Final Approval Hearing shall take place before the Court on  
16 \_\_\_\_\_, 2025, at \_\_\_ a.m./p.m. in Courtroom 5B of the United States District  
17 Court for the Central District of California (Western Division), located at 350 W 1st  
18 Street, Suite 4311, Los Angeles, CA 90012, to determine, among other things, whether:  
19 (a) the proposed Settlement Class should be finally certified for settlement purposes  
20 pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement Agreement should  
21 be finally approved as fair, reasonable and adequate and, in accordance with the  
22 Settlement’s terms, all claims in the Class Action Complaint should be dismissed with  
23 prejudice; (c) Settlement Class Members should be bound by the releases set forth in  
24 the Settlement Agreement; (d) the proposed Final Approval Order and Judgment  
25 should be entered; (e) the application of Class Counsel for an award of attorneys’ fees,  
26 costs, and expenses should be approved; and (f) the application for a Service Award  
27 for the Representative Plaintiffs should be approved. Any other matters the Court  
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1 deems necessary and appropriate will also be addressed at the hearing. The hearing  
2 may be re-scheduled without further notice to the Class.

3 (7) Class Counsel shall submit their application for fees, costs, and expenses  
4 and the application for a Service Award no later than forty-five (45) days after the  
5 Notice Commencement Date.

6 (8) Any Settlement Class Member that has not timely and properly excluded  
7 themselves from the Settlement Agreement in the manner described below, may appear  
8 at the Final Approval Hearing in person or by counsel and be heard, to the extent  
9 allowed by the Court, regarding the proposed Settlement Agreement; provided,  
10 however, that no Settlement Class Member that has elected to exclude himself from  
11 the Settlement Agreement shall be entitled to object or otherwise appear, and, further  
12 provided, that no Settlement Class Member shall be heard in opposition to the  
13 Settlement Agreement unless the Settlement Class Member complies with the  
14 requirements of this Order pertaining to objections, which are described below.

15 **Administration**

16 (9) CPT Group, Inc. is appointed as the Settlement Administrator, with  
17 responsibility for reviewing, determining the validity of, and processing all claims  
18 submitted by Settlement Class Members, and all other obligations of the Settlement  
19 Administrator as set forth in the Settlement Agreement. All Administration and Notice  
20 Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund,  
21 as provided in the Settlement Agreement.

22 **Notice to the Class**

23 (10) The Notice Plan along with the Short Notice, Long Notice, and Claim  
24 Form, attached to the Settlement Agreement as **Exhibits A, B, and C**, respectively,  
25 satisfy the requirements of Federal Rule of Civil Procedure 23 and due process and  
26 thus are approved. Non-material modifications to these exhibits may be made without  
27 further order of the Court. The Settlement Administrator is directed to carry out the  
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1 Notice Plan and to perform all other tasks that the Settlement Agreement requires.

2 (11) The Court finds that the form, content, and method of giving notice to the  
3 Settlement Class as described in the Notice Plan, Short Notice, Long Notice, and Claim  
4 Form: (a) constitute the best practicable notice to the Settlement Class; (b) are  
5 reasonably calculated, under the circumstances, to apprise Settlement Class Members  
6 of the pendency of the action, the terms of the proposed Settlement Agreement, and  
7 their rights under the proposed Settlement Agreement; (c) are reasonable and constitute  
8 due, adequate, and sufficient notice to those persons entitled to receive notice; and (d)  
9 satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional  
10 requirement of due process, and any other legal requirements. The Court further finds  
11 that the notice is written in plain language, uses simple terminology, and is designed  
12 to be readily understandable by Settlement Class Members.

13 **Exclusions from the Class**

14 (12) Each Person wishing to opt-out of the Settlement Class shall individually  
15 sign and timely submit written notice of such intent to the designated Post Office box  
16 established by the Claims Administrator. The written notice must clearly manifest a  
17 Person’s intent to opt-out of the Settlement Class. To be effective, written notice must  
18 be postmarked no later than sixty (60) days after the Notice Commencement Date.

19 (13) All Persons who submit valid and timely notices of their intent to opt-out  
20 of the Settlement Class, as set forth above, shall not receive any benefits of and/or be  
21 bound by the terms of this Settlement Agreement.

22 **Objections to the Settlement Agreement**

23 (14) A Settlement Class Member who complies with the requirements of this  
24 Order may object to the Settlement Agreement.

25 (15) Each Settlement Class Member desiring to object to the Settlement  
26 Agreement shall submit a timely written notice of his or her objection by the Objection  
27 Date. All written objections and supporting papers must be submitted ONLY TO THE  
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1 COURT and (a) clearly identify the case name and number (*Pilavian v. North*  
2 *American Breaker Company, LLC*, Case No. 8:25-cv-00402-HDV-KES), (b) state the  
3 objector's full name, address, telephone number (if any), and email address (if any);  
4 (c) provide information identifying the objector as a Settlement Class Member; (d)  
5 include a written statement of the grounds for objection, accompanied by any legal  
6 support the objector wishes to submit; (e) state the number of times the objector has  
7 objected to a class action settlement within the past 3 years preceding the date that the  
8 objector files the objection including the case name, court, and docket number of each  
9 case in which the objector has made such an objection; (f) confirm whether the objector  
10 or a lawyer representing the objector intends to personally appear and/or testify at the  
11 Final Approval Hearing; and (g) include the objector's signature or the signature of the  
12 objector's duly authorized lawyer or representative. Each objection must be submitted  
13 to the Court either by filing them electronically or in person at any location of the  
14 United States District Court for the Central District of California or by mailing them  
15 to the Class Action Clerk, United States District Court for the Central District of  
16 California (Western Division) at First Street U.S. Courthouse, 350 W 1st Street,  
17 Courtroom 5B, 5<sup>th</sup> Floor, Los Angeles, CA 90012, and be filed or postmarked on or  
18 before the deadline established by the Court (anticipated to be 60 days after the Notice  
19 Date). All objections will be scanned into the electronic case docket, and the parties  
20 will receive electronic notices of all filings.

21 (16) Any Settlement Class Member who fails to object to the Settlement  
22 Agreement in the manner described herein shall be deemed to have waived any such  
23 objection, shall not be permitted to object to any terms or approval of the Settlement  
24 Agreement at the Final Approval Hearing, and shall be precluded from seeking any  
25 review of the Settlement Agreement or the terms of this Agreement by appeal or any  
26 other means.



1 Notwithstanding any statement in this Settlement Agreement to the contrary, no order  
2 of the Court or modification or reversal on appeal of any order reducing the amount of  
3 attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for  
4 cancellation or termination of the Settlement Agreement.

5 (20) If this Settlement Agreement is terminated or fails to become effective,  
6 all funds in the Settlement Fund shall be promptly returned to NABCO. However,  
7 NABCO shall be obligated to pay amounts already billed or incurred for costs of notice  
8 to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to the  
9 above and shall not, at any time, seek recovery of same from any other party to the  
10 Litigation or from counsel to any other party to the Litigation. After payment of any  
11 Settlement Administration and Dispute Resolution that have been incurred and are due  
12 to be paid from the Settlement Fund, the Settlement Administrator shall return the  
13 balance of the Settlement Fund to NABCO within twenty-one (21) days of termination.

14 **Stay of Proceedings**

15 (21) Except as necessary to effectuate this Order, this matter and any deadlines  
16 set by the Court in this matter are stayed and suspended pending the Final Approval  
17 Hearing and issuance of the Final Approval Order and Judgment, or until further order  
18 of this Court.

19 **Continuance of Final Approval Hearing**

20 (22) The Court reserves the right to adjourn or continue the Final Approval  
21 Hearing and related deadlines without further written notice to the Settlement Class. If  
22 the Court alters any of those dates or times, the revised dates and times shall be posted  
23 on the website maintained by the Settlement Administrator.

24 **Actions by Settlement Class Members**

25 (23) The Court stays and enjoins, pending Final Approval of the Settlement  
26 Agreement, any actions, lawsuits, or other proceedings brought by Settlement Class  
27 Members against Defendant related to the Data Security Incident.

**Summary of Deadlines**

(24) The Settlement Agreement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to the following:

Event	Time for Compliance
Funding Estimated Settlement Administration Costs	Within 21 days after entry of this Preliminary Approval Order or after receiving an invoice from the Settlement Administrator, whichever is later
Notice Commencement Date	Within 30 calendar days after entry of this Preliminary Approval Order
Motion for Attorneys’ Fees and Expenses and Service Award	No later than 45 calendar days after the Notice Commencement Date
Claims Deadline	Within 90 calendar days after the Notice Commencement Date
Opt-Out / Exclusion Deadline	Within 60 calendar days after the Notice Commencement Date
Objection Deadline	Within 60 calendar days after the Notice Commencement Date
Final Approval Brief and Response to Objections Due	No later than 14 days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after the Notice Date  *The Final Approval Hearing date/time may be changed without further notice to the Class.
Funding Remainder of Settlement Fund	Within 21 days after the Effective Date, as defined in the Settlement Agreement.

1 **IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

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THE HONORABLE HERNAN D. VERA

# EXHIBIT E

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2  
3 **UNITED STATES DISTRICT COURT**  
4 **CENTRAL DISTRICT OF CALIFORNIA**  
5 **WESTERN DIVISION**

6 IN RE: NORTH AMERICAN  
7 BREAKER CO. DATA SECURITY  
8 LITIGATION

Master File No. 8:25-cv-00402

**[PROPOSED] FINAL APPROVAL  
ORDER**

9 This Document Relates to: All Actions

10 Hearing Date:  
11 Hearing Time:  
12 Hearing Location: Courtroom 5B, 5th Floor  
13 350 W 1st Street,  
14 Suite 4311  
15 Los Angeles, CA 90012  
16 Judge: Hon. Hernan D. Vera

17 WHEREAS, the Court, having considered the Settlement Agreement filed on  
18 \_\_\_\_\_ (Doc. \_\_) (the “Settlement”) between and among Plaintiffs Alec Pilavian  
19 and Ronald Swan (“Plaintiffs” or “Settlement Class Representatives”), individually  
20 and on behalf of the Settlement Class, and Defendant North American Breaker  
21 Company, LLC (“NABCO” or “Defendant”) (collectively, the “Parties”), having  
22 considered the Court’s Order Granting Preliminary Approval of Class Action  
23 Settlement (“Preliminary Approval Order”), having held a Final Approval Hearing on  
24 \_\_\_\_\_, having considered all of the submissions and arguments with respect to  
25 the Settlement, and otherwise being fully informed, and good cause appearing therefor;

26 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1           1.     Plaintiffs’ Motion for Final Approval of Class Action Settlement is  
2 **GRANTED.**

3           2.     This Order incorporates herein and makes a part hereof, the Settlement  
4 (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided  
5 herein, the terms defined in the Settlement and Preliminary Approval Order shall have  
6 the same meanings for purposes of this Order.

7           3.     The Court has personal jurisdiction over Plaintiffs, the Settlement Class  
8 Members, and Defendant for purposes of this settlement, and has subject matter  
9 jurisdiction over this matter including, without limitation, jurisdiction to approve the  
10 Settlement, confirm certification of the Settlement Class for settlement purposes only,  
11 to settle and release all claims released in the Settlement, and to dismiss  
12 the Action with prejudice.

13           **I.     CERTIFICATION OF THE SETTLEMENT CLASSES**

14           4.     Based on its review of the record, including the Settlement, all  
15 submissions in support of the Settlement, and all prior proceedings in the Action, the  
16 Court finally certifies the following Settlement Class, for settlement purposes only:

17  
18           **Settlement Class:** All persons residing in the United States  
19 whose PII was compromised in the Data Security Incident,  
20 including all who were sent a notice of the Data Security  
21 Incident. The Settlement Class specifically excludes: (i)  
22 NABCO, the Related Entities, and their officers and  
23 directors; (ii) all Settlement Class Members who timely and  
24 validly request exclusion from the Settlement Class; (iii) any  
25 judges assigned to this case and their staff and immediate  
26 family; and (iv) any other Person found by a court of  
27 competent jurisdiction to be guilty under criminal law of  
28 initiating, causing, aiding or abetting the criminal activity  
occurrence of the Data Security Incident or who pleads *nolo  
contendere* to any such charge.

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2 The Court also provisionally certifies the following California Subclass for  
3 purposes of settlement only:

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5 All citizens of California whose PII was compromised in the  
6 Data Security Incident, including all who were sent a notice  
7 of the Data Security Incident. The California Subclass  
8 specifically excludes: (i) NABCO, the Related Entities, and  
9 their officers and directors; (ii) all Settlement Class Members  
10 who timely and validly request exclusion from the  
11 Settlement Class; (iii) any judges assigned to this case and  
12 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.

13 Excluded from the Settlement Class are any individuals who validly opted out  
14 of the Settlement, identified in **Exhibit A** hereto, each of whom submitted a timely and  
15 valid request for exclusion from the Settlement Class prior to the Opt-Out Deadline.  
16 Such persons shall not receive the benefits of the Settlement and shall not be bound by  
17 this Order.

18 5. For settlement purposes only, with respect to the Settlement Class, the  
19 Court confirms that the prerequisites for a class action pursuant to Federal Rule of Civil  
20 Procedure 23 have been met, in that: (a) the Settlement Class is so numerous that  
21 joinder of all individual Settlement Class members in a single proceeding is  
22 impracticable; (b) questions of law and fact common to all members of the Settlement  
23 Class predominate over any potential individual questions; (c) the claims of Plaintiffs  
24 are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class  
25 Counsel will fairly and adequately represent the interests of the Settlement Class; and  
26 (e) a class action is the superior method to fairly and efficiently adjudicate this  
27

1 controversy. Any objections to the Settlement have been considered and are hereby  
2 overruled.

3 **II. NOTICE TO THE SETTLEMENT CLASS**

4 6. The Court finds that Notice has been given to the Settlement Class in the  
5 manner directed by the Court in the Preliminary Approval Order. The Court finds that  
6 such Notice: (i) was reasonable and constituted the best practicable notice under the  
7 circumstances; (ii) was reasonably calculated, under the circumstances, to apprise  
8 Settlement Class Members of the pendency of the Action, the terms of the Settlement  
9 including its Releases, their right to exclude themselves from the Settlement Class or  
10 object to all or any part of the Settlement, their right to appear at the Final Approval  
11 Hearing (either on their own or through counsel hired at their own expense), and the  
12 binding effect of final approval of the Settlement on all persons who do not exclude  
13 themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient  
14 notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the  
15 requirements of the United States Constitution (including the Due Process Clause), and  
16 any other applicable law.

17 7. Furthermore, the Court finds that notice under the Class Action Fairness  
18 Act was effectuated within the time required by 28 U.S.C. § 1715, and that ninety (90)  
19 days have passed without comment or objection from any governmental entity.

20 **III. FINAL APPROVAL OF THE SETTLEMENT**

21 8. The Court finds that the Settlement resulted from arm's-length  
22 negotiations between Class Counsel and Defendant.

23 9. The Court hereby finally approves in all respects the Settlement as fair,  
24 reasonable, and adequate, and in the best interest of the Settlement Class.



1 action arising under or premised upon any statute, constitution, law, ordinance, treaty,  
2 regulation, or common law of any country, state, province, county, city, or  
3 municipality. This includes claims under 15 U.S.C. §§ 45 *et seq.*, and all similar  
4 statutes in effect in any states in the United States as defined below; all similar state  
5 consumer-protection statutes; and any state or local privacy, data breach, or data  
6 protection statutes, including those providing for statutory damages under California  
7 law, such as violations of the California Consumer Protection Act of 2018 (“CCPA”),  
8 Cal. Civ. Code § 1798, *et seq.* Released Claims also include any common law claims,  
9 such as claims for negligence, negligence *per se*, breach of implied contract, and breach  
10 of bailment. Released Claims further include, but are not limited to, any and all claims  
11 for damages, injunctive relief, disgorgement, declaratory relief, equitable relief,  
12 attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the  
13 creation of a fund for future damages, statutory damages, punitive damages, special  
14 damages, exemplary damages, restitution, and/or the appointment of a receiver,  
15 whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or  
16 contingent, direct or derivative, and any other form of legal or equitable relief. Released  
17 Claims shall not include the right of any Settlement Class Member or any of the  
18 Released Persons to enforce the terms of the settlement contained in this Settlement  
19 Agreement and shall not include the claims of members of the Settlement Class  
20 Members who have timely excluded themselves from the Settlement Class.

21 15. Plaintiffs and all Settlement Class Members and Releasing Parties, and  
22 persons purporting to act on their behalf, are permanently enjoined from commencing  
23 or prosecuting (either directly, representatively, or in any other capacity) any of the  
24 Released Claims against any of the Released Persons in any action or proceeding in  
25 any court, arbitration forum, or tribunal.  
26

**V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE PLAINTIFF'S SERVICE AWARD**

16. The Court awards attorneys' fees of \$\_\_\_\_\_ and reimbursement of costs and expenses in the amount of \$\_\_\_\_\_, and payment of a service award in the amount of \$\_\_\_\_\_ to the Representative Plaintiffs. The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of record in the Action.

**VI. OTHER PROVISIONS**

17. Without affecting the finality of this Final Approval Order in any way, the Court retains continuing and exclusive jurisdiction over the Parties and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement.

18. Nothing in this Final Approval Order, the Settlement, or any documents or statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

19. In the event the Effective Date does not occur, this Final Approval Order shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and all orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other

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proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.

20. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Federal Rule of Civil Procedure 58.

**IT IS SO ORDERED** this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
THE HONORABLE HERNAN D. VERA







# 2.5.26 NABCO Settlement Agreement FINAL updated

Final Audit Report

2026-02-05

Created:	2026-02-05
By:	Sandra Marcheco (marcheco@kolawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACxRo46ymp66vfnqyyxIXaUaz8aIDGXBP

## "2.5.26 NABCO Settlement Agreement FINAL updated" History

-  Document created by Sandra Marcheco (marcheco@kolawyers.com)  
2026-02-05 - 7:33:05 PM GMT- IP address: 146.168.124.226
-  Document emailed to cardoso@kolawyers.com for signature  
2026-02-05 - 7:33:43 PM GMT
-  Email viewed by cardoso@kolawyers.com  
2026-02-05 - 7:35:11 PM GMT- IP address: 104.47.55.126
-  Signer cardoso@kolawyers.com entered name at signing as Kristen Lake Cardoso  
2026-02-05 - 7:35:59 PM GMT- IP address: 146.168.124.226
-  Document e-signed by Kristen Lake Cardoso (cardoso@kolawyers.com)  
Signature Date: 2026-02-05 - 7:36:01 PM GMT - Time Source: server- IP address: 146.168.124.226
-  Agreement completed.  
2026-02-05 - 7:36:01 PM GMT