

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Stan Sinitsa v. CUSO Financial Services, L.P., Case No. VCU326251
California Superior Court, County of Tulare

You may be eligible for cash payment and/or Credit Monitoring Services from CUSO Financial Services, L.P. but you need to act.

A Court Authorized this Class Notice.

This is not spam, an advertisement, or a lawyer solicitation.

This is a court-authorized Class Notice of a proposed settlement in a class action lawsuit, *Stan Sinitsa v. CUSO Financial Services, L.P.*, Case No. VCU326251 pending in California Superior Court, County of Tulare (“Action”). The proposed settlement would resolve a lawsuit against CUSO Financial Services, L.P. (“CUSO”) in connection with a cybersecurity incident involving a third-party service provider that occurred between December 19, 2023, and January 19, 2024, which CUSO disclosed in October 2024 (“Cybersecurity Incident”). CUSO denies all material allegations in the Action, including any allegations of negligence, fault, wrongdoing, or liability, and believes that it would have prevailed on the merits and that a class would not be certified for trial. This Class Notice explains the nature of the Action, the terms of the settlement, and your legal rights and obligations.

The Court has made no determination regarding the merits of any claims in this lawsuit. This settlement resolves disputed legal claims without any admission of liability.

The Settlement Class consists of the following Subclasses:

- **Nationwide Class:** All persons whose personal identification information and data was stored in CUSO’s systems at the time of the cybersecurity incident that occurred between December 19, 2023, and January 19, 2024, and who were impacted by the cybersecurity incident.
- **California Subclass:** All members of the Nationwide Class who are also California residents at the time of the Cybersecurity Incident.

The Settlement Class specifically excludes: (i) CUSO and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, his/her staff and family; and (iv) any person found guilty under criminal law of initiating or aiding the Cybersecurity Incident.

Under the Settlement Agreement, Settlement Class Members with approved claims will be eligible to receive some or all of the following settlement benefits:

- **Credit Monitoring Services:** Two years of credit monitoring services.
- **Reimbursement for Documented Losses:** Reimbursement for reasonable Documented Losses arising from the Cybersecurity Incident, up to a maximum of \$5,000. Supporting documentation is required.
- **California Statutory Cash Payment (California Subclass Only):** Statutory cash payment of up to \$100.
- **Residual Cash Payment:** Cash Payment of up to \$599. The final payment amount will depend on the funds remaining in the Settlement Fund after payment of all other Settlement Benefits for approved claims and Court-approved fees and expenses. The actual amount may be less than \$599 and will be calculated pro rata.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Class Notice carefully. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement at www.CUSOCybersecurityIncident.com. You may also contact the Settlement Administrator at 866-356-5835.

Summary of Your Legal Rights and Options in This Settlement		Deadline
Submit a Claim	The only way to be eligible to receive a Settlement Payment from this settlement is by submitting a timely and valid Claim Form.	Submitted or Postmarked on or Before November 16, 2026
Opt Out of the Settlement	You can choose to opt out of the settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against CUSO related to the legal claims resolved by this settlement. You can elect to have your own legal counsel at your own expense.	Submitted or Postmarked on or Before October 1, 2026
Object to the Settlement and/or Attend a Hearing	If you do not opt out of the settlement, you may object to it by writing to the Court about why you don't like the settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a Settlement Payment.	Received on or Before October 1, 2026
Do Nothing	Unless you opt out of the settlement, you are automatically part of the settlement. If you do nothing, you will not get a payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against CUSO related to the legal claims resolved by this settlement. This includes releasing all claims, known and unknown, arising from the Cybersecurity Incident, including waiving rights under California Civil Code §1542.	No Deadline

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

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BASIC INFORMATION

Why is there a Notice? The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

What Is This Action About? In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people with similar claims are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except those who exclude themselves from the Settlement Class.

In this Action, the Named Plaintiff alleges that CUSO was negligent in connection with a Cybersecurity Incident where an unauthorized individual accessed one CUSO employee’s account on the third-party service between December 19, 2023, and January 19, 2024. CUSO denies all material allegations in the Action, including allegations of negligence, fault, wrongdoing, or liability, and believes it would have prevailed on the merits and that a class would not be certified for trial.

Why Is There a Settlement? The Court has not decided in favor of the Plaintiff or CUSO. Instead, to resolve the Action without the expense, delay, and uncertainties of litigation, the parties reached a settlement. The proposed settlement would require CUSO to pay money and provide access to a credit monitoring product, and pay settlement Administrative Expenses, Attorneys’ Fees and Costs, and a Service Award to the Class Representative, as may be approved by the Court. The settlement is not an admission of wrongdoing by CUSO and does not imply that there has been, or would be, any finding that CUSO violated the law.

WHO IS IN THE SETTLEMENT

Am I a Settlement Class Member? You are a Settlement Class member if you are a resident of the United States whose Private Information was stored in an affected account subject to the Cybersecurity Incident that occurred between December 19, 2023 and January 19, 2024, and who received a Notice of the Cybersecurity Incident from CUSO on or about October 2024.

The Settlement Class consists of the following Subclasses:

- **Nationwide Class:** All persons whose personal identification information and data was stored in CUSO’s systems at the time of the cybersecurity incident that occurred between December 19, 2023, and January 19, 2024, and who were impacted by the cybersecurity incident.
- **California Subclass:** All members of the Nationwide Class who are also California residents at the time of the Cybersecurity Incident.

The Settlement Class specifically excludes: (i) CUSO and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, his/her staff and family; and (iv) any person found guilty under criminal law of initiating or aiding the Cybersecurity Incident.

What if I am Not Sure Whether I am Included in the Settlement? If you are not sure if you are a Settlement Class Member, you may call 866-356-5835 with questions.

THE LAWYERS REPRESENTING YOU

Who Represents Me? The Court has appointed a team of lawyers as Class Counsel.

Daniel Srourian SROURIAN LAW FIRM, P.C. 468 N. Camden Drive, Suite 200 Beverly Hills, CA 90210 Phone: (213) 474-3800 daniel@slfla.com	Marc Edelson EDELSON LECHTZIN LLP 411 S. State Street, Suite N300 Newtown, PA 18940 Phone: (215) 867-2399 medelson@edelson-law.com
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How will the Lawyers be Paid? Class Counsel will ask the Court to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund.

You do not need to hire your own lawyer, but you may choose to do so at your own expense.

THE SETTLEMENT BENEFITS – WHAT YOU MAY RECEIVE IF YOU QUALIFY

What Are the Settlement Benefits? CUSO has agreed to establish a non-reversionary cash fund of \$1,750,000.

The Settlement Fund will be used to pay the Settlement Fee Award, Litigation Costs, Service award to the Class Representative, and Settlement Administration Expenses. The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes, and Tax-Related Expenses, the Fee Award and Expenses, and Service Award) to make payments for Approved Claims.

A Settlement Class Member who timely submits a valid and approved Claim Form may be eligible for the following Settlement Benefits.

- **Credit Monitoring Services:** Credit Monitoring Services will be provided by IDX and include two (2) years of three-bureau credit monitoring with Credit Monitoring & Alerts, CyberScan Dark Web Monitoring, \$1M Reimbursement Insurance, Fully Managed Identity Restoration, Member Advisory Services, Lost Wallet Assistance, and immediate support to class members who elect credit monitoring services. In October 2024, CUSO also offered affected individuals complimentary credit monitoring services through Experian IdentityWorks for 12 or 24 months. If you already enrolled in those services, you are still eligible to receive the separate 2-year IDX credit monitoring offered through this settlement.
- **Reimbursement of Documented Losses:** Settlement Class Members may submit a claim for reimbursement upon presentment of reasonable Documented Losses, up to a maximum of \$5,000, arising from the Cybersecurity Incident. Documented Losses are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Cybersecurity Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of Class Member's Private Information; (ii) costs incurred on or after December 19, 2023, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Documented Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- **California Statutory Cash Payment:** In addition to, or in the alternative to, making Claims for Documented Losses, California Subclass Members may elect to receive a statutory cash payment of up to \$100 on a claims-made basis. To be eligible, California Subclass Members must provide documentation of their residence in California on December 19, 2023.
- **Residual Cash Payment:** In addition to, or in the alternative to, making Claims for Documented Losses and/or Claims for a California Statutory Cash Payment, Settlement Class Members may elect to receive a Cash Payment of up to \$599 on a claims-made basis. All Settlement Class Members with an approved claim will receive the Residual Cash Payment, if funds are available. The amount received will depend on the number of approved claims and may be less than \$599. This payment will be calculated pro rata from funds remaining after Credit Monitoring Services, Documented Loss payments, California Statutory Payments, attorneys' fees, Service Awards, and administrative costs.

If the aggregate amount of approved Claims for monetary Settlement Benefits exceeds the remaining amount of the Net Settlement Fund, payment amounts will be decreased *pro rata* to consume the remaining amount of the Settlement Fund. Monetary Settlement Benefits will be paid in the following order: 1) Documented Losses; 2) California Statutory Cash Payment; and 3) Residual Cash Payment.

HOW TO SUBMIT A CLAIM

How Do I Get a Payment? You must submit a completed Claim Form no later than **November 16, 2026**. You may submit a Claim Form online at www.CUSOCybersecurityIncident.com or by calling 866-356-5835.

How Will Claims be Decided? The Settlement Administrator will decide whether and to what extent any Claim made on each Claim form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

When Will I Get my Payment? The Court will hold a Final Approval Hearing on **February 18, 2027, at 8:30 AM** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT CUSO GETS FROM THE SETTLEMENT

What am I Giving Up as Part of the Settlement? CUSO gets a release from all claims covered by this Settlement. If the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue CUSO and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Cybersecurity Incident. You will be releasing CUSO and Related Parties from all claims, known and unknown, arising from or related to the Cybersecurity Incident. This includes waiving rights under California Civil Code §1542, which means you are releasing claims you don’t know about. California Civil Code §1542 states: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

This release is described in the Settlement Agreement, which is available at www.CUSOCybersecurityIncident.com. If you have any questions you can talk to Class Counsel for free or you can talk to your own lawyer. If you do not understand what you are releasing, consult a lawyer before the deadline to opt out.

If you do not want to be part of this Settlement, you must take steps to exclude yourself from the Class. This is referred to below as “opting out” of the Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

How Do I Exclude Myself from the Settlement? If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting out,” you will not be eligible to recover any benefits as a result of this settlement and you will not receive a payment or have any rights under the Settlement Agreement. However, you would keep the right to sue CUSO at your own expense for the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator, postmarked on or before **October 1, 2026**. Your exclusion request letter must:

- Be in writing;
- Identify the case name *Stan Sinita v. CUSO Financial Services, L.P.*, Case No. VCU326251;
- State your full name and current address;
- Be signed by you; and
- Be mailed to the Settlement Administrator, PO Box 2010, Chanhassen, MN 55317-2010, postmarked on or before October 1, 2026.

If I Exclude Myself, Can I Get a Payment from this Settlement? No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

OBJECTING TO THE SETTLEMENT

How Do I Object to the Settlement? If you are a Settlement Class Member and you do not exclude yourself from the settlement, you can object to the settlement. To do so, you must file your written objection with the Court no later than **October 1, 2026**, and mail a copy to Class Counsel and CUSO’s Counsel at the addresses listed below.

Your objection must be written and must include all of the following: (a) the objector’s full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writing that the objector desires the Court to consider, (f) the name and contact

information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice admission).

In addition, for any objection made with the assistance of any attorney, law firm staff, or other person who may profit from the pursuit of the objection to be valid, the objection must include the following: (a) a written statement of any legal support for such objection; (b) copies of any papers, briefs, or other documents upon which the objection is based that the objector wishes the judge to consider when reviewing the objection; (c) a list of all persons who will be called to testify in support of the objection, if any; and (d) a detailed list of any other objections and any orders pertaining to the prior objections, the objector, or his or her counsel or other person who may profit from the pursuit of the objection submitted in any action in the previous five (5) years. If the Class Member or his or her counsel or other person who may profit from the pursuit of the objection has not objected to any other class action settlement in the previous five (5) years, he, she, or it shall affirmatively state so in the written materials provided in connection with the objection to this settlement.

If your objection is submitted and overruled by the Court at the Final Approval Hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order.

Mailing addresses for Class Counsel and CUSO's Counsel are as follows:

CLASS COUNSEL:	CUSO's COUNSEL:
Daniel Srourian SROURIAN LAW FIRM, P.C. 468 N. Camden Drive, Suite 200 Beverly Hills, CA 90210 Phone: (213) 474-3800 daniel@slfla.com Marc Edelson EDELSON LECHTZIN LLP 411 S. State Street, Suite N-300 Newtown, PA 18940 Phone: (215) 867-2399 medelson@edelson-law.com	Allen Sattler, Esq. Rob Yang, Esq. CONSTANGY, BROOKS, SMITH & PROPHETE, LLP 2029 Century Park East, Suite 1100 Los Angeles, CA 90067 Phone: (949) 743-3924 asattler@constangy.com ryang@constangy.com

What Is the Difference Between Objecting and Asking to Be Excluded? Objecting means telling the Court that you do not like something about the settlement. You can object to the settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object to the settlement because it no longer affects you.

What Am I Agreeing to By Remaining in the Settlement Class? Unless you exclude yourself, you will be part of the Settlement Class, and you will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against CUSO or the other "Released Parties" asserting a "Released Claim," as described in the Settlement Agreement, which is available at www.CUSOCybersecurityIncident.com. It also means that the Court's Order approving the settlement and the judgment in this case will apply to you and legally bind you.

THE COURT'S FINAL APPROVAL HEARING

When and Where Will the Court Decide Whether to Approve the Settlement? The Court will hold a Final Approval Hearing on **February 18, 2027, at 8:30 AM at 221 S Mooney Blvd., Visalia, California 93291**. At the Final Approval Hearing, the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested Attorneys' Fees and Costs, Service Award to the Class Representative, and Administrative Expenses. The hearing may be

moved to a different date or time without additional notice, so it is a good idea to check www.CUSOCybersecurityIncident.com and the Court's docket for any updates.

Do I Have to Attend the Hearing? No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in this Notice, the Court will consider it.

May I Speak at the Hearing? Maybe. You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in this Notice, including all the information required. Your objection must be postmarked no later than **October 1, 2026**.

IF YOU DO NOTHING

What Happens if I do Nothing? If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against CUSO and/or the other Released Parties based on any of the Released Claims related to the Cybersecurity Incident, ever again.

HOW TO GET MORE INFORMATION

How Do I Get More Information? For more information, go to www.CUSOCybersecurityIncident.com, or call the Settlement Administrator at 866-356-5835. You may also write to the Settlement Administrator via mail to PO Box 2010, Chanhassen, MN 55317-2010 or via email at CUSOCybersecurityIncident@noticeadministrator.com.

This Notice is approved by the Court.

DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.