

STATE OF INDIANA)	IN THE HAMILTON SUPERIOR COURT 3
) SS:	
COUNTY OF HAMILTON)	CAUSE NO. 29D03-2204-PL-002383
)	
RICHARD BAILEY and ARROYO AARON,)	
Individually, and on behalf of all others similarly)	
situated,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
ALACRITY SOLUTIONS GROUP, LLC,)	
)	
Defendant.)	

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All persons who were notified by Alacrity Solutions Group, LLC (“Alacrity”) that their personally identifiable information was potentially compromised as a result of the cyberattack that learned of on or about March 3, 2021 (the “Cyberattack”), referred to herein as the “Settlement Class”;

All California residents who were notified by Alacrity that their personally identifiable information was potentially compromised as a result of the Cyberattack, referred to herein as the “California Subclass”.

A proposed Settlement has been reached in a class action lawsuit against Alacrity. The lawsuit asserted claims against Alacrity arising out of or related to a cyberattack that Alacrity learned of on or about March 3, 2021.

If you are a member of the Settlement Class or California Subclass, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM BY JUNE 22, 2023	You must submit a valid claim form to receive credit monitoring services from Settlement and reimbursement for unreimbursed expenses. California Subclass members are also eligible for an additional \$100 cash award.
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ including Alacrity over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY MAY 23, 2023	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY MAY 23, 2023	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.
GO TO A HEARING ON JUNE 23, 2023	Ask to speak in Court about the fairness of the Settlement.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting www.ASG-DataBreachSettlement.com or by calling 1-888-421-7870.

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class or California Subclass able to receive benefits from a proposed settlement of the class action lawsuit *Bailey, et al. v. Alacrity Solutions Group, LLC*, Cause No. 29D03-2204-PL-002383 in the Superior Court of Hamilton County, Indiana (the “Lawsuit”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members and California Subclass Members about the proposed

¹ The Released Parties are Alacrity, its parents, subsidiaries, shareholders, members, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives.

Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Lawsuit about?

The Lawsuit is a proposed class action lawsuit brought on behalf of all persons whose personally identifiable information was potentially compromised as a result of the cyberattack that Alacrity learned of on or about March 3, 2021, and who were sent written notices of the Cyberattack by Alacrity.

The Settlement includes a California Subclass, defined as: All Members of the Settlement Class who were residing in California on March 3, 2021.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There are two Plaintiffs (or Representative Plaintiffs) in this case: Richard Bailey and Arroyo Aaron.

4. Why is there a Settlement?

The Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class and Settlement Subclass. The Court has not decided whether the Plaintiffs’ claims or Alacrity’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that Alacrity did anything wrong, or that the Plaintiffs, the Settlement Class and California Subclass would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class and California Subclass?

The “Settlement Class” is defined as all persons whose personally identifiable information was potentially compromised as a result of the Cyberattack and who were sent written notices of the Cyberattack from Alacrity.

The “California Subclass” is defined as all Members of the Settlement Class who were residing in California on March 3, 2021.

Excluded from the Settlement Class and California Subclass are: (a) Alacrity’s officers and directors; (b) any entity in which Alacrity has a controlling interest; and (c) the affiliates, legal

representatives, attorneys, successors, heirs, and assigns of Alacrity. Also excluded are members of the judiciary to whom this case is assigned, their families and members of their staff.

6. What are the Settlement Benefits?

Identity Protection and Credit Monitoring Services

The proposed Settlement provides two years of identity protection and credit monitoring service free of charge to Settlement Class and California Subclass Members who submit a valid Claim Form.

Compensation for Unreimbursed Losses

The Settlement also provides compensation for the following unreimbursed losses, up to a total of \$4,000 per member of the Settlement Class or California Subclass:

1. Out-of-pocket expenses incurred as a result of the Cyberattack, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after March 22, 2022 through February 22, 2023;
3. Compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Cyberattack; and
4. Up to 3 hours of lost time at a rate of \$20.00 per hour if at least one full hour was spent dealing with the Cyberattack.

Compensation for unreimbursed losses (except for lost time), shall be paid only if:²

1. The loss is an actual, documented, and unreimbursed monetary loss;
2. The loss was more likely than not caused by the Cyberattack;
3. The loss occurred between March 3, 2021 and **June 22, 2023**;
4. The Settlement Subclass 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; and

² Compensation for lost time requires (i) an attestation that any claimed lost time was spent related to the Cyberattack between March 22, 2022 and the Close of the Claims Period, June 22, 2023; and (ii) a written description of how the claimed lost time was spent.

- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

Additional Cash Benefit

California Subclass members are eligible for an additional \$100 cash benefit.

New Practices

Alacrity has implemented improvements, and plans for future implementations, to improve its cybersecurity since the Cyberattack.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members and California Subclass Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.ASG-DataBreachSettlement.com.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member or California Subclass Member, what options do I have?

If you are a Settlement Class Member or California Subclass Member, you do not have to do anything to remain in the Settlement. However, if you want two years of identity protection and credit monitoring and/or to request compensation for unreimbursed losses, you **must** complete and submit a Claim Form postmarked or submitted online by **June 22, 2023**. You may download or submit a Claim Form online at www.ASG-DataBreachSettlement.com.

If you are a member of the California Subclass and want to request your additional \$100 cash benefit, you **must** complete and submit a Claim Form postmarked or submitted online by **June 22, 2023**. You may download or submit a Claim Form online at www.ASG-DataBreachSettlement.com.

If you do not want to give up your right to sue the Released Parties about the Cyberattack or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class/California Subclass. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class or California Subclass Member (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (See Question 15 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or identity theft protection and credit monitoring services.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.ASG-DataBreachSettlement.com. You may also obtain a paper Claim Form by downloading it at www.ASG-DataBreachSettlement.com or by calling the claims administrator at **1-888-421-7870**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at www.ASG-DataBreachSettlement.com or mail them to:

Alacrity Claims Administrator
c/o RG2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
Email: ASGDataBreach@rg2claims.com
Fax: 215-827-5551

11. Who decides my Settlement claim and how do they do it?

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

You must make a signed written request that (i) says you wish to exclude yourself from the Settlement Class/California Subclass in this Lawsuit, and (ii) include your name, address and phone number. You must send your request by **May 23, 2023** to this address:

Alacrity Claims Administrator
Attn: Exclusions
c/o RG2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

14. If I do not exclude myself, can I sue the Released Parties for the Cyberattack later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class/California Subclass to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

15. How do I object to the settlement?

All Settlement Class and California Subclass Members who do not request exclusion from the Settlement Class/California Subclass have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and Alacrity's Counsel.

Court	Class Counsel	Alacrity's Counsel
Superior Court No. 3 1 Hamilton County Square Suite 311 Noblesville, IN 46060	Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Ste. 2100, Chicago, IL 60606	Christopher G. Dean MCDONALD HOPKINS LLC 600 Superior Avenue Suite 2100 Cleveland, OH 44114

Objections must be filed or postmarked no later than **May 23, 2023**.

To be considered by the Court, your objection must include: (a) the title of the case; (b) your name, address, and telephone number; (c) all legal and factual bases for your objection; and (d) copies of any documents that you want the Court to consider.

Should you wish to appear at the Final Approval Hearing, you must so state, and must identify any documents or witnesses you intend to call on your behalf.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and

judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Indiana Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **June 23, 2023, at 1:30 P.M.**, at the Superior Court No. 3 County of Hamilton, 1 Hamilton County Square, Suite 311, Noblesville, IN 46060. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiffs' request for attorneys' fees and costs, and Plaintiffs' request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.ASG-DataBreachSettlement.com to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal. We do not know how long this process may take.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, California Subclass Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Alacrity

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class and California Subclass Members in this Lawsuit:

Gary M. Klinger
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
227 W. Monroe Street
Ste. 2100
Chicago, IL 60606

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Alacrity, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

21. How will the lawyers for the Settlement Class be paid?

Plaintiffs will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of \$212,500 inclusive of any costs and expenses of the Litigation (the "Class Counsel Payment").

Plaintiffs will also seek an order from the Court requesting that Service Awards in the amount of \$1,500 be awarded to each Representative Plaintiff, and to Aldreamer Smith as the named plaintiff in a separate-but-related proceeding, for their time and effort expended on behalf of the Settlement Class in the Litigation.

If the Court awards the Class Counsel Payment or the Service Awards described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, Settlement Subclass Members, or Plaintiffs.

22. Who represents Alacrity in the Lawsuit?

Alacrity is represented by the following lawyers:

Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Avenue
Suite 2100
Cleveland, OH 44114

For Further Information

23. What if I want further information or have questions?

For additional information, please visit www.ASG-DataBreachSettlement.com. You may also contact the Claims Administrator by mail, email or phone:

Mail:

Alacrity Claims Administrator

c/o RG2 Claims Administration

P.O. Box 59479

Philadelphia, PA 19102-9479

Email: ASGDataBreach@rg2claims.com

Phone: 1-888-421-7870

**PLEASE DO NOT CONTACT THE COURT OR ALACRITY'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**