

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO
Jones et al. v. P2ES Holdings, LLC, Case No. 1:23-cv-00408-GPG-MEH

A Court has authorized this Notice. This is not a solicitation from a lawyer.

If You Were Impacted by the Data Incident Experienced by P2ES Holdings, LLC, You Could be Eligible for a Payment from a Class Action Settlement

- You may be eligible to receive a payment from a proposed \$1,250,000 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns the November 2021 Data Incident involving P2ES Holdings, LLC (“Defendant”) in which Plaintiffs allege that an unauthorized third party gained access to certain of Defendant’s files containing the sensitive personal information including names and Social Security numbers of current and former customers of Defendant’s clients and customers, their dependents, and other individuals affiliated with Defendant. Defendant disagrees with Plaintiffs’ claims and denies any liability or wrongdoing.
- To be eligible to make a claim, your data must have been impacted in the November 2021 Data Incident experienced by Defendant.
- Eligible claimants under the Settlement Agreement will be eligible to receive:
 - ❖ **Reimbursement for the actual amount of unreimbursed out-of-pocket expenses up to \$5,000, with supporting documentation of the monetary losses;**
 - ❖ **Compensation of up to \$100 for time spent dealing with fraud, identity theft, or other alleged misuse of your personal information that is fairly traceable to the Data Incident;**
 - ❖ **Compensation for incidents of verified fraud of up to \$5,000, with supporting documentation, including \$250 per documented incident of identity fraud or fraudulent activity on an account; and**
 - ❖ **\$50 cash payment from the Settlement Fund that will be increased or decreased pro rata depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented out-of-pocket expenses, payments for lost time, payments for documented incidents of fraud, attorneys’ fees and expenses, Class Representative Service Awards, and Costs of Settlement Administration.**
- For more information or to submit a claim visit **www.P2settlement.com** or call **(833) 383-8488**. An interactive voice response system is available at all times, and you may leave a message and receive a callback Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	You must submit a Valid Claim form to receive payment.	Submitted or Postmarked on or Before February 26, 2024
Exclude Yourself By Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a class member.	Submitted or Postmarked on or Before January 26, 2024
Object to the Settlement and/or Attend the Fairness Hearing	Stay in the settlement, but tell the Court about why you disagree with the settlement. You will still be bound by the settlement if the Court approves it. You can also ask to speak to the Court at the Final Approval Hearing on April 15, 2024 about the fairness of the settlement, with or without your own attorney.	Submitted or Postmarked on or Before January 26, 2024
Do Nothing	Receive no payment. Give up rights if you are a Class Member.	No Deadline.

- Your rights and options as a 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 Class Members will be made if the Court approves the settlement and after any possible appeals are resolved.

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BASIC INFORMATION

1. 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.

Judge Gordon P. Gallagher of the United States District Court for the District of Colorado is overseeing this case captioned as *Jones et al. v. P2ES Holdings, LLC*, Case No. 1:23-cv-00408-GPG-MEH. The people who brought the lawsuit are called the Plaintiffs. The company being sued, P2ES Holdings, LLC, is called the Defendant.

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information (“PII”) was potentially accessed as a result of the Data Incident.

Plaintiffs allege that as a result of the Data Incident, unauthorized third parties accessed their, and Class Members, PII and asserted claims against Defendant for: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) breach of third-party beneficiary contract; (5) breach of confidence; (6) unjust enrichment; and (7) violations of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, *et seq.* (“Litigation”).

Defendant denies these claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination that Defendant has any liability on these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called Class Representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of further litigation or trial. The Class Representatives, Defendant, and their attorneys believe that the settlement is fair, reasonable, and adequate, and in the best interest of the Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are included in the settlement if your information was impacted by the Data Incident.

Only Class Members are eligible to receive benefits under the settlement. Specifically excluded from the Class are: (i) Defendant and its officers and directors; (ii) all Persons who timely and validly request exclusion from the Class; (iii) the Judge assigned to evaluate the fairness of this settlement; 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 Incident or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the settlement, you may call **(833) 383-8488** with questions. You may also write with questions to:

Jones et al. v. P2ES Holdings, LLC
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The settlement provides that Defendant will fund the following payments up to a total of \$1,250,000: (a) \$25 per hour, up to a total of \$100, for Class Members who attest that the time claimed was actually spent as a result of the Data Incident; (b) up to \$5,000 for reimbursement of your documented out-of-pocket expenses reasonably traceable to the Data Incident; (c) \$50 Pro Rata Cash Payment, and/or (d) \$250 for each verified and documented incident of fraud (included in the cap of \$5,000 for unreimbursed expenses) that you incurred.

After the distribution of attorneys' fees, Class Counsel's litigation expenses, Administration Fees, Service Awards, and settlement benefits to claimants, the Settlement Administrator will make a *pro rata* settlement payment of \$50 (referenced in the previous paragraph under (c)), subject to adjustment as set forth in the below paragraph, out of any remaining funds to each Class Member who submits a claim for this additional cash payment. No documentation or attestation is required.

The settlement benefits are also subject to pro rata reduction in the event that the total claims exceed the \$1,250,000 cap on payments, and payments may also be increased on a pro rata basis until the Settlement Fund is distributed. Payment of attorneys' fees, costs and expenses (see Question 19) and the costs of notifying the Class and administering the settlement will also be paid out of the settlement.

8. What payments are available for reimbursement under the settlement?

Class Members who submit a claim are eligible to receive:

- a) Reimbursement of actual, documented, unreimbursed out-of-pocket expenses resulting from the Data Incident (up to \$5,000 in total), such as:
 - unreimbursed losses relating to fraud or identity theft;
 - professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
 - costs associated with freezing or unfreezing credit with any credit reporting agency;
 - credit monitoring costs that were incurred on or after November 11, 2021; and
 - Other expenses reasonably attributable to the Data Incident, such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.
- b) Compensation for time spent remedying issues related to the Data Incident, up to the amount of \$100.
- c) Compensation for verified and documented instances of fraud at \$250 per occurrence, up to the amount of \$5,000 in total.
- d) A potential residual cash payment of the remainder funds, which is estimated to be at \$50 but may adjusted upward or downward based on how many other claims are made.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at www.P2settlement.com or by calling (833) 383-8488. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. 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.

11. When will I get my payment?

The Court will hold a hearing on **April 15, 2024 at 9a.m. MT** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

If you stay in the settlement, you may submit a claim to receive payment, but you will not be able to sue the Released Parties for any claims related to the Data Incident (“Released Claims”). These releases are described in the Settlement Agreement, which is available at www.P2settlement.com. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

13. 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.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to the Released Parties for the Released Claims. You must exclude yourself from the Class to start your own lawsuit or to be part of any different lawsuit relating to the claims released in this case. If you exclude yourself, do not submit a Claim Form to ask for any benefit under the settlement.

15. How do I exclude myself from the Settlement?

To exclude yourself, you must send a timely letter that says you want to be excluded from the settlement in *Jones et al. v. P2ES Holdings, LLC*, Case No. 1:23-cv-00408-GPG-MEH, in the United States District Court for the District of Colorado. The letter should state your full name, address, and telephone number; and must (a) be individually and originally signed by you or by a person authorized by law to act on your behalf; and (b) clearly manifest your intent to be excluded from the settlement, to be excluded from the settlement, not to participate in the settlement, and/or to waive all rights to the benefits of the settlement. You must mail your exclusion request postmarked by **January 26, 2024**, to:

Jones et al. v. P2ES Holdings, LLC
c/o Kroll Settlement Administration LLC
Attn: Exclusion Request
P.O. Box 225391
New York, NY 10150-5391

Instructions on how to submit an Opt-Out are available at www.P2settlement.com or from the Settlement Administrator by calling (833) 383-8488.

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the settlement or some part of it by objecting to the settlement. The Court will consider your views in its decision whether to approve the settlement. To object, you must mail your objection to Class Counsel and Defendant's Counsel, at the mailing addresses listed below, postmarked by **no later** than the objection deadline, **January 26, 2024**. In the alternative, you may mail your objection to the Clerk of the Court at the address below, or file it using the Court's ECF system:

Court	Defendant's Counsel
Clerk of the Court United States District Court for the District of Colorado Alfred A. Arraj U.S. Courthouse 901 19 th Street, Room A105 Denver, CO 80294-3589	Casie D. Collignon Keeley O. Cronin BAKER & HOSTETLER LLP 1801 California Street, Suite 4400 Denver, CO 80202-2662
Settlement Class Counsel	
Terence Coates Markovits, Stock, & DeMarco, LLC 119 East Court Street, Suite 530 Cincinnati, OH 45202	

Your objection must be written and must include all of the following: (i) your full name and address; (ii) the case name and docket number, *Jones et al. v. P2ES Holdings, LLC*, Case No. 1:23-cv-00408-GPG-MEH, in the United States District Court for the District of Colorado; (iii) information identifying you as a Class Member, including proof that you are a member of the Class; (e.g., copy of the your settlement notice, copy of original notice of the Data Incident, or a statement explaining why you believe you are a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement whether you and/or your counsel (if you have counsel) will appear at the Final Approval Hearing; and (vii) your signature or the signature your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

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

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the Class, and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Terence R. Coates of Markovits, Stock & DeMarco, LLC, 119 E. Court Street, Suite 530, Cincinnati, OH 45202 and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 as Class Counsel, to represent the Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to \$416,666.66, plus litigation expenses not to exceed \$15,000. Defendant has agreed to pay any award of attorneys' fees, costs and expenses up to those amounts, to the extent approved by the Court. This payment for attorneys' fees will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement and will be the only payment to them for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a service award up to \$5,000 for each of the Class Representatives.

Any award for attorneys' fees, costs, and expenses for Class Counsel, and for Service Awards to the Class Representatives, must be approved by the Court. The Court may award less than the amounts requested. Class Counsel's papers in support of final approval of the settlement will be filed no later than **March 18, 2024** and their application for attorneys' fees, costs and expenses, and Service Awards will be filed no later than **January 12, 2024** and will be posted on the Settlement Website.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **9 a.m. MT on April 15, 2024**, at the Wayne Aspinall Federal Building and United States Courthouse, 400 Rood Avenue, Grand Junction, CO 81501. The Parties and individuals who have filed a valid request to speak at the hearing may attend remotely via VTC or in person. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for Service Awards for the Class Representatives. After the hearing the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time or conducted via remote means without additional notice, so Class Counsel recommend checking **www.P2settlement.com** or calling **(833) 383-8488**.

21. 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 Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel and Defendant's Counsel, postmarked no later than **January 26, 2024**.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this settlement. If the settlement is granted, the Final approval and the Judgment becomes Final, and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.P2settlement.com. You may also call the Settlement Administrator with questions or to get a Claim Form at (833) 383-8488.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S COUNSEL.**