

Long Form Notice

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT WITH TRACFONE WIRELESS

Barcomb, et al. v. TracFone Wireless, Inc., Case No. 1:24-cv-08710-NRB (S.D.N.Y.)

The United States District Court for the Southern District of New York has authorized this Notice.

This is not a solicitation from a lawyer

You are receiving this notice because there is a proposed settlement of a class action lawsuit involving the alleged Data Security Incident linked to TracFone Wireless

If You are a current or former TracFone Wireless Customer, including Straight Talk, Simple Mobile, Net10 Wireless, Wal-Mart Family Mobile, and Total Wireless, and were affected by the Data Security Incident on or before December 2021, you may be entitled to recover up to \$3,250 in ordinary loss reimbursements or lost time; \$50,000 in extraordinary loss reimbursements for losses exceeding the ordinary loss reimbursement; and have three years of free credit monitoring services.

*This is a court-authorized Notice of a proposed settlement in a class action lawsuit, *Barcomb, et al. v. TracFone Wireless, Inc.*, Case No. 1:24-cv-08710, currently pending in the District Court for the Southern District of New York. *This is not a solicitation from a lawyer.* The proposed settlement would resolve a lawsuit that alleges that TracFone Wireless, Inc. (“TracFone”) was negligent and breached contractual and statutory duties in connection with a data security incident that TracFone experienced in December 2021. TracFone contests these claims and denies that it did anything wrong. This Notice explains the nature of the class action lawsuit, the terms of the settlement, and your legal rights and obligations.*

Please be advised that your rights may be affected by the above-captioned class action lawsuit. Please read this notice carefully. This Notice explains important rights you may have, including the possible receipt of a payment from the class settlement. Your legal rights may be affected even if you do nothing. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement on the Documents page of the Settlement Website, www.TracFoneSettlement.com. You may also contact the Claims Administrator by calling the toll-free telephone number, **(833) 421-4696**.

Relevant Dates	Summary of Your Legal Rights and Options in This Settlement	
Thursday, August 7, 2025	Submit a Claim	The only way to be eligible to receive any benefits from this Settlement is by submitting a timely and valid Claim Form, either by mail or electronically filed on the settlement website. The Claim Form must be postmarked or electronically submitted no later than August 7, 2025 .
Tuesday, July 8, 2025	Ask to be Excluded from the Settlement	You can choose to opt out of (be excluded from) the Settlement and receive no monetary benefits from the Settlement. This is the only option that allows you independently to sue, continue to sue, or be part of another lawsuit against the TracFone related to the legal claims regarding the Data Security Incident. You can select your own legal counsel at your own expense. All opt-outs must be done in writing and follow the requirements described herein.
Tuesday, July 8, 2025	Object to the Settlement in Writing and/or Attend a Fairness Hearing on Tuesday, September 16, 2025, at 11:30AM ET.	If you do not opt out of the Settlement, you will remain a member of the Settlement Class. As a Settlement Class Member, you may object to the Settlement by writing to the Court in the manner described herein regarding 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 Claimant Award.
	Do Nothing	You will forfeit your right to get any monetary benefits from the Settlement and give up your rights to assert claims released by the Settlement against TracFone relating to the Data Security Incident and its alleged impact on You.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The court in charge of this case still must decide whether to approve the Settlement. No payments or free credit monitoring will be available to eligible Settlement Class Members unless the Court finally approves the Settlement, and after any appeals regarding settlement approval are resolved.

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BASIC INFORMATION

Why did I get this Detailed Notice?

The Court has authorized this Detailed Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement with Defendant in this Action. The issuance of this Detailed Notice is not an expression of any opinion by the Court concerning the merits of any claim against the Defendant in the Action, and the Court still has to decide whether to approve the Settlement.

Judge Naomi Reice Buchwald of the United States District Court for the Southern District of New York is overseeing this Action, which is captioned *Barcomb, et al. v. TracFone Wireless, Inc.*, Case No. 1:24-cv-08710-NRB.

What Is This Lawsuit About?

Plaintiffs Darren Barcomb, David Setters, Charise Carson, Jaynae Cole, Joshua Davis, Raven Harden, and Michael Broadus (also referred to as “Plaintiffs”) filed a putative class action complaint against TracFone Wireless, Inc (also referred to as “TracFone” or “Defendant”). In the lawsuit, Plaintiffs allege that TracFone was negligent and violated contractual and statutory damages when a third party obtained unauthorized access to confidential information of certain TracFone customers in or around December 2021. Hackers used this data to hijack customers’ cell phone numbers, which resulted in TracFone’s customers’ experiencing interruptions in their wireless service or inability to use their wireless service. Plaintiffs brought claims for common law torts of negligence, negligence *per se*, breach of express and implied contract, declaratory judgment, and violation of the Federal Communications Act 47 U.S.C. §§ 201 *et seq.*

TracFone denies any liability or wrongdoing of any kind associated with the claims in this lawsuit.

This is just a summary of the allegations. The filed complaint and the preliminary approval motion in this lawsuit contain additional detailed information and are posted at www.TracFoneSettlement.com.

What is a class action?

A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives or lead plaintiffs, to sue on behalf of all people with similar claims, commonly known as the class or the class members. In this action the lead plaintiffs are Plaintiffs Darren Barcomb, David Setters, Charise Carson, Jaynae Cole, Joshua Davis, Raven Harden, and Michael Broadus. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any person who chooses to exclude themselves from the class, for more information on excluding yourself from the Settlement please see below). In this Action, the Court has directed that Plaintiffs and Lead Counsel have primary responsibility for prosecuting all claims against TracFone on behalf of customers who are members of the Settlement Class.

Why Is There A Settlement?

There has not been a final decision from which no further appeal may be taken in favor of Plaintiffs or TracFone. Having assessed a number of relevant factors, Plaintiffs have agreed with TracFone to settle the litigation. A settlement is neither an admission of liability by TracFone, nor an admission of deficiencies in their claims by Plaintiffs. By agreeing to settle, the Parties avoid the costs and uncertainty of further litigation, possibly including trial, and eligible Settlement Class Members will have an opportunity to receive compensation. The Plaintiffs and their attorneys believe the Settlement is in the best interests of all Settlement Class Members.

Am I a Class Member?

You are a member of the Settlement Class if you are a resident of the United States whose information was accessed in the data security incident occurring on or before December 2021. Excluded from the class are: (i) TracFone's officers and directors at the time of the signing of the settlement agreement; (ii) any entity in which TracFone has a controlling interest; and (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of TracFone. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

Who Represents Me?

The Court has appointed a team of highly experienced lawyers as Class Counsel from the law firm of Siri & Glimstad LLP.

Class Counsel may be contacted at:

Mason Barney
Tyler Bean
SIRI & GLIMSTAD LLP
745 Fifth Ave, Suite 500
New York, NY 10151

Class Counsel will petition to be paid legal fees and to be reimbursed for their reasonable expenses as part of the Settlement, though such payments will not impact the amount of benefits available to the Settlement Class. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

What might happen if there was no Settlement?

If there was no Settlement and Plaintiff failed to establish any essential legal or factual element of its claims against TracFone, neither Plaintiff nor the Settlement Class Members would recover anything from TracFone. Also, if TracFone was successful in proving any of its defenses, the Settlement Class Members could recover substantially less than the amount provided in the Settlement, or nothing at all.

THE SETTLEMENT BENEFITS

What does the Settlement Provide?

There are three types of claims-based remedies, described further below, that are available to Settlement Class Members: (1) ordinary out of pocket expense reimbursements up to \$3,250, which includes compensation for lost time of up to 15 hours at \$30 an hour; (2) extraordinary expense reimbursements for victims of identity theft, which can include "Lost Business Opportunity Costs" up to \$50,000; and (3) three (3) years of one-bureau credit monitoring services, including \$1,000,000 in identity theft insurance. You may submit a valid claim for any of the above listed remedies.

To claim each type of remedy, you must provide information and/or documentation with the Claim Form, which can be found on the settlement website: www.TracFoneSettlement.com.

The total amount of money paid by TracFone for expense and time reimbursements is uncapped in the aggregate. What this means is that, while individual payments have caps, there is no maximum amount that TracFone will pay to satisfy valid claims, and individuals' claims will not be reduced as a result of other people's claims, or any of the fees or costs requested by Plaintiffs, the Attorneys, and the Claims Administrator.

What Are The Specific Requirements Of The Settlement Benefits?

Any Settlement Class member who timely submits a valid and approved Claim Form may be entitled up to three categories of awards. Depending on the documentation submitted, a Settlement Class member may be eligible for one or all awards:

Ordinary Expense and Time Reimbursements: Qualified Class Members are eligible to claim reimbursement of up to \$3,250 per person for their documented out-of-pocket expenses and compensation for time spent resulting from the Data Security Incident, including:

- Out of pocket expenses, such as bank fees, fees associated with opening a new account, 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, which can be established through documents provided to the Claims Administrator;
- Out of pocket expenses incurred for credit reports, credit freezes, credit monitoring, or other identity theft insurance products purchased between November 15, 2021, and August 7, 2025, which can be established through documents provided to the Claims Administrator; and
- Up to 15 hours of lost time, at \$30/hour, if at least one full hour was spent dealing with the Data Breach, supported by an attestation that the time claimed was related to the Data Security Incident, with a description of how the time was spent.

Extraordinary Expense Reimbursements: Qualified Class members who suffered actual identity theft are eligible to claim reimbursement of up to \$50,000 per person for their extraordinary documented out-of-pocket losses if (1) the loss is an actual, documented, and unreimbursed monetary loss, which can include, but not be limited to, "Lost Business Opportunity Costs;" (2) the loss was more likely than not caused by the Data Breach; (3) the loss either (a) occurred between November 15, 2021 and the date that Claimant regained control of their wireless account, plus a margin of 30 days, or (b) is the result of the Settlement Class Member' Social Security number and/or bank account or other financial account information being stolen during the foregoing period; (4) the loss is not already covered; and (5) the Settlement Class Member made reasonable efforts to mitigate the loss.

"Lost Business Opportunity Costs" mean any lost potential net revenue resulting from the Settlement Class Member's inability to use a phone for business purposes because it was ported without the Settlement Class Member's authorization or was otherwise impacted by the Data Security Incident. To establish a Lost Opportunity Cost, in addition to filling out a claim form, a Settlement Class Member must (1) provide reasonable evidence showing that the impacted phone/phone number was being used for business purposes leading up to the Data Breach; (2) provide reasonable evidence showing the amount of lost potential net revenue (e.g., providing revenue statements for periods of time proximate to the time the phone was ported or otherwise impacted by the Data Breach); (3) based on the foregoing, specify exactly the net amount the Settlement Class Member believes the company lost as a result of the mobile phone number being affected by the Data Breach after deducting for appropriate costs, liabilities, etc.; and (4) an attestation affirming that the foregoing evidence, and their assertion that the claimed amount was a Lost Business Opportunity Cost is true and

correct to the Settlement Class Member's knowledge and belief and was not reimbursed, indemnified, covered by insurance (such as for business interruption insurance), or covered by proceeds of a fully forgiven loan.

Credit Monitoring: Settlement Class members who enroll are each individually eligible to receive 36 months of 1 bureau credit monitoring.

TracFone has also agreed to certain information enhancements to its data security.

How Do I Get a Payment?

You must submit a completed Claim Form no later than **Thursday, August 7, 2025**. You may submit a Claim Form online at www.TracFoneSettlement.com, or by mail to the Claims Administrator at:

TracFone Wireless
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Payments to Settlement Class Members may be made only after the Court grants final approval of the Settlement, any appeals relating to the Settlement are resolved, the Claims Administrator has reviewed, analyzed and resolved all claims that have been submitted, and the Court has authorized distribution of all eligible claims. If there are appeals relating to the Settlement or the settlement approval proceedings, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT OR OBJECTING TO 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 TracFone at your own expense about the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Claims Administrator, postmarked on or before **Tuesday, July 8, 2025**. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement:
"I request to be excluded from the Settlement Class in the TracFone lawsuit";
- Be signed by you; and
- Be mailed to the Claims Administrator at the address below so that it is postmarked on or before **Tuesday, July 8, 2025**.

TracFone Wireless
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

How Do I Object to the Settlement?

If you are a member of the Settlement Class and you do not exclude yourself from the settlement, you remain in the Settlement Class and can object to the settlement. To do so, you must file your written objection with the Court no later than **Tuesday, July 8, 2025**, and mail a copy to Class Counsel and TracFone's Counsel at the addresses listed below. The Objection must include: (1) the title of the case; (2) the Settlement Class Member's name, address, telephone number, and email; (3) all legal and factual bases for any objection; (4) copies of any documents that the Settlement Class Member wants the Court to consider, and (5) the identity of the objector's attorney, if any, along with the attorney's contact information. Should the Settlement Class Member wish to appear at the Final Approval Hearing, the Settlement Class Member must so state in writing in the objection, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived any objections.

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 TracFone's Counsel are as follows:

CLASS COUNSEL:	TRACFONE'S COUNSEL:
Mason Barney Tyler Bean SIRI & GLIMSTAD LLP 745 Fifth Ave, Suite 500 New York, NY 10151	John Delionado Samuel Danon Maria Castellanos Alvarado HUNTON ANDREWS KURTH LLP Wells Fargo Center 333 SE 2nd Avenue, Suite 2400 Miami, FL 33131

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, and you maintain all your legal rights as it relates to the claims resolved by the settlement.

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 as it relates to TracFone. This means that if the settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against TracFone or the other Released Parties asserting a "Released Claim," as defined below. 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.

"Released Claims" means any and all claims or causes of action, whether known or unknown, claims, rights, rights of set-off and recoupment, demands, actions, obligations, and causes of action of any and every kind, nature, and character, known and unknown, including without limitation, negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation (whether fraudulent, negligent, or innocent), unjust

enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty, any federal, state, or local statutory or regulatory claims, including, but not limited to, those pursuant to consumer protection laws, unfair and deceptive trade practice laws, and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs, and expenses, prejudgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that any Settlement Class Member has, has asserted, could have asserted, or could assert that concern, refer or relate to the Data Security Incident, and all other claims arising out of that Data Security Incident, that were asserted, or that could have been asserted, in the Action. You are also expressly waiving all rights under California Civil Code section 1542, which provides:

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.

"Released Parties" means TracFone its parents, subsidiaries, divisions and affiliates, predecessors, successors, and all of their present and former principals, officers, directors, employees, customers, agents, attorneys, representatives, insurers, re-insurers, and legal representatives.

When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on **Tuesday, September 16, 2025, at 11:30 AM ET** at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007. At that hearing, the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested attorneys' fees and expenses not to exceed a total of \$1,400,000, inclusive of costs, to be paid by Defendant, service awards to Plaintiffs, and settlement administration costs. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.TracFoneSettlement.com and the Court's docket for updates.

How Do I Get More Information or Update My Address?

For more information or to update your address, go to www.TracFoneSettlement.com, or call the Claims Administrator at **(833) 421-4696**. You may also write to the Claims Administrator via mail to the address below or by using the Contact Us form on the Settlement Website.

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New York, NY 10150-5391