

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If PurFoods, LLC (“PurFoods” or “Defendant”) Notified You Of A Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.

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

- A proposed \$4,250,000.00 settlement has been reached in a class action lawsuit known as *Douglas et al v. PurFoods, Inc.*, Case No. 4:23-cv-00332-RGE-SBJ (“Litigation”), filed in the United States District Court for the Southern District of Iowa.
- This Litigation alleges that between January 16, 2023 and February 22, 2023, PurFoods was affected by a cyberattack in which some personal information regarding some of PurFoods’ customers, employees, and/or independent contractors may have been accessed, stolen, or compromised (the “Data Incident”). In August and September of 2023, PurFoods sent notice of the Data Incident to 1,249,219 individuals. Plaintiffs filed this lawsuit on behalf of a class of those individuals asserting claims based on harms they allege to have suffered as a result of the Data Incident. PurFoods disagrees with Plaintiffs’ claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the settlement: compensation for up to \$5,000.00 of their unreimbursed documented losses or a Cash Award, plus Credit Monitoring and Insurance Services.
 - **Documented Loss Payment:** Each Settlement Class Member may submit a claim for a Settlement Payment of **up to \$5,000.00** for reimbursement in the form of a Documented Loss Payment. Documented losses must be reasonably related to the Data Incident or to mitigating the effects of the Data Incident, and may include, but are not limited to: (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency; and (iv) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.
 - **Cash Award:** Each Settlement Class Member may, instead of making a claim for a Documented Loss Payment as described above, make a claim for a Cash Award, which will be calculated *pro rata* based on the amount remaining in the Settlement Fund after Documented Loss Payments and other expenses are paid. The Cash Award is estimated to be approximately **\$75.00**. A Cash Award shall not exceed \$5,000.00.
 - **Credit Monitoring and Insurance Services:** Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive **three (3) years of three-bureau Credit Monitoring and Insurance Services** regardless of whether they also make a claim for a Settlement Payment.
- Included in this settlement as Settlement Class Members are:
 - All residents of the United States who were sent notice that their personal information may have been accessed, stolen, or compromised as a result of the Data Incident.
 - Excluded from the Settlement Class are: (i) PurFoods and its respective officers and directors; (ii) any Person who would otherwise be a member of the Settlement Class but who timely and validly requests exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement, the Court’s staff, and the Court’s immediate family members; 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 Data Incident or who pleads *nolo contendere* to any such charge.

Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	<p>You must submit a valid Claim Form to receive benefits from this settlement.</p> <p>Claim Forms must be submitted online or mailed, postmarked no later than October 30, 2025.</p>
Do Nothing	<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 Cash Award, Documented Loss Payment, Credit Monitoring and Insurance Services, or reimbursement as a Settlement Class Member.</p>
Exclude Yourself	<p>Get out of the settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this Litigation. You will not get any money from the settlement.</p> <p>Your Request for Exclusion must be postmarked no later than September 30, 2025.</p>
File an Objection	<p>Stay in the settlement but tell the Court why you think the settlement should not be approved. Objections must be postmarked no later than September 30, 2025.</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the settlement, at your own expense. <i>See Questions 18 and 19</i> for more details.</p> <p>The Final Approval Hearing is scheduled for November 20, 2025, at 11:00 a.m. CT.</p>

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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 resident of the United States who was sent notice that your personal information may have been accessed, stolen, or compromised as a result of the Data Incident.

The Settlement Class specifically excludes (i) PurFoods and its respective officers and directors; (ii) any Person who would otherwise be a member of the Settlement Class but who timely and validly requests exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement, the Court's staff, and the Court's immediate family members; 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 Data Incident or who pleads *nolo contendere* to any such charge.

This notice explains the nature of the Litigation and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Douglas et al v. PurFoods, LLC*, Case No. 4:23-cv-00332-RGE-SBJ, filed in the United States District Court for the Southern District of Iowa. The persons who sued are called the "Plaintiffs" or "Representative Plaintiffs" and the company they sued, PurFoods, LLC ("PurFoods"), is known as the "Defendant" in this case. Plaintiffs and PurFoods are collectively referred to as the "Parties."

Plaintiffs filed a lawsuit against Defendant individually and on behalf of anyone whose personal information was potentially impacted as a result of the Data Incident.

This Litigation alleges that between January 16, 2023, and February 22, 2023, PurFoods was affected by a cyberattack in which some personal information regarding some of PurFoods' customers, employees, and/or independent contractors may have been accessed, stolen, or compromised (the "Data Incident"). In August and September of 2023, PurFoods sent notice of the Data Incident to approximately 1,249,219 individuals.

Defendant denies all claims asserted against it in the Litigation and denies all allegations of wrongdoing and liability.

3. Why is there a settlement?

By agreeing to settle, the Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the class action and Litigation on the terms and conditions set forth in the Settlement Agreement for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation. The Representative Plaintiffs, Defendant, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, in the best interests of 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 www.PurFoodsDataSettlement.com.

4. Why is this a class action?

In a class action, one or more people called "Representative Plaintiffs" sue on behalf of all people who have similar claims. All of these people together are the "Settlement Class" or "Settlement Class Members."

5. How do I know if I am included in the settlement?

You are included in the Settlement Class if you are a resident of the United States who was sent notice that their personal information may have been accessed, stolen, or compromised as a result of the Data Incident. However, you are excluded from the Settlement Class if you are: (i) PurFoods or any of its respective officers and directors; (ii) any Person who would otherwise be a member of the Settlement Class but who timely and validly requests exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement, the Court's staff, and the

Court's immediate family members; or (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the settlement, visit www.PurFoodsDataSettlement.com, call toll-free **(833) 890-4931**, or write to *PurFoods, LLC Data Incident*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391.

THE SETTLEMENT BENEFITS

6. What does this settlement provide?

The proposed settlement will provide the following benefits to Settlement Class Members:

Documented Loss Payment: A Settlement Class Member may submit a claim for a Settlement Payment of up to \$5,000.00 for reimbursement in the form of a Documented Loss Payment. Documented losses must be reasonably related to the Data Incident or to mitigating the effects of the Data Incident, and may include, but are not limited to: (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency, and (iv) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.

To receive a Documented Loss Payment, the Settlement Class Member must elect to do so on their Claim Form and submit to the Settlement Administrator the following:

- (i) a valid Claim Form electing to receive the Documented Loss Payment benefit;
- (ii) an attestation regarding any actual and unreimbursed documented loss; and
- (iii) reasonable documentation that demonstrates the documented loss to be reimbursed pursuant to the terms of the settlement.

Reasonable documentation can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "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. If the Settlement Administrator determines that a particular Settlement Class Member's documented loss claim is ineligible for a Documented Loss Payment or insufficiently substantiated, that Settlement Class Member shall instead be deemed to have elected the Cash Award option.

Cash Award: Each Settlement Class Member may, instead of submitting a claim for the Documented Loss Payment described above, make a claim for a *pro rata* Cash Award, which will be calculated based on the amount remaining in the Settlement Fund after Documented Loss Payments and other expenses are paid. The Cash Award is estimated to be approximately \$75.00. A Cash Award shall not exceed \$5,000.00.

Credit Monitoring and Insurance Services: Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive three (3) years of three-bureau Credit Monitoring and Insurance Services regardless of whether they also make a claim for a Documented Loss Payment or a Cash Award.

7. How to submit a Claim Form

All Claim Forms will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to get a Documented Loss Payment, Cash Award, or Credit Monitoring and Insurance Services from the proposed settlement. Claim Forms must be submitted online or postmarked no later than October 30, 2025. For more information, please visit www.PurFoodsDataSettlement.com or you can call the Settlement Administrator at **(833) 890-4931** for a Claim Form.

8. What am I giving up as part of the settlement?

If you stay in the Settlement Class, meaning you do not submit a Request for Exclusion, you will be eligible to receive benefits, but you will not be able to sue PurFoods, as well as its past or present agents, employees, representatives, officers, directors, shareholders, attorneys, accountants, insurers, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries, affiliates, assigns, agents, independent contractors, successors, heirs, predecessors in interest, joint ventures, and commonly controlled corporations (collectively “Released Persons”) regarding the claims in this case or any other claims based on, relating to, concerning, or arising out of the Data Incident.

The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Persons, is available at www.PurFoodsDataSettlement.com.

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, and, if the settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Representative Plaintiffs receive compensation?

Yes. If approved by the Court, the Representative Plaintiffs will each receive a Service Award of up to \$2,500.00, to compensate them for their services and efforts in bringing the Litigation. 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 request to be excluded or “opt-out” by sending a timely written Request for Exclusion. Your Request for Exclusion must (a) state your full name and address; (b) contain your personal and original signature; and (c) state your intent to be excluded from the Settlement Class and from the settlement, not to participate in the settlement, and/or to waive all rights to the benefits of the settlement.

Your written Request for Exclusion must be **postmarked no later than September 30, 2025** (the “Opt-Out Date”) to:

PurFoods, LLC Data Incident
Attn: Exclusion Requests
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

If you exclude yourself, you will not be able to receive any Settlement Payment or Credit Monitoring and Insurance Services from the settlement, and you cannot object to the settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Litigation, and you will keep your right to sue PurFoods 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.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the settlement if the Court approves it, you will not get any money or reimbursement from the settlement, you will not get any Credit Monitoring and Insurance Services from the settlement, you will not be able to start or proceed with a lawsuit or be part of any other lawsuit against the Released Persons (listed in **Question 8**) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Cafferty Clobes Meriwether & Sprengel LLP; Milberg Coleman Bryson Phillips Grossman PLLC; Siri & Glimstad LLP; and Federman & Sherwood (called “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.

14. How will the lawyers be paid?

Proposed Settlement Class Counsel will apply to the Court for a Fee Award and Costs (or \$1,416,525.00 plus reasonable and necessary expenses) for prosecuting the Litigation plus reasonable litigation expenses. A copy of Settlement Class Counsel’s Motion for Fee Award and Costs and Service Awards for Representative Plaintiffs will be posted on this Settlement Website, www.PurFoodsDataSettlement.com, before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

15. 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 must mail an objection to the Clerk of Court by **September 30, 2025** stating why you do not think the settlement should be approved. You must also mail a copy of your objection to Settlement Class Counsel, PurFoods’ Counsel, and the Settlement Administrator. The Court can only approve or deny the Settlement Agreement and cannot change the terms.

To be valid, each objection must include:

- (i) the objector’s full name and address;
- (ii) the case name and docket number: *Douglas et al v. PurFoods, LLC*, Case No. 4:23-cv-00332-RGE-SBJ (S.D. Iowa);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and
- (vi) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Your objection must be mailed to the Clerk of Court and to Settlement Class Counsel, PurFoods’ Counsel, and the Settlement Administrator at all four addresses below and include the case name and docket number, titled *Douglas, et al v. PurFoods, LLC*, Case No. 4:23-cv-00332-RGE-SBJ, by September 30, 2025.

THE COURT	SETTLEMENT CLASS COUNSEL	PURFOODS’ COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk of Court 111 Locust St. Des Moines, IA 50309	Nickolas J. Hagman Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle Street Suite 3210 Chicago, IL 60603	Kathryn E. Cahoy Covington & Burling LLP 3000 El Camino Real 5 Palo Alto Square 10th Floor Palo Alto, CA 94306	PurFoods, LLC Data Incident Attn: Objections c/o Kroll Settlement Administration LLC P.O. Box 225391 New York, NY 10150-5391

If you do not submit your objection with all requirements, or if your objection is not filed with the court and copies **postmarked by September 30, 2025**, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

16. 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. Requesting to be excluded is telling the Court that you don't want to be part of the Settlement Class. If you submit a valid and timely Request for Exclusion, you have no basis to object because the settlement no longer affects you.

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing on **November 20, 2025, 11:00 a.m. Central Time** in Courtroom 410, of the Honorable Judge Rebecca Goodgame Ebinger of the United States District Court for the Southern District of Iowa 111 Locust Street, Des Moines, Iowa. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the Settlement Website, **www.PurFoodsDataSettlement.com**, for updated information.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, and in the best interests of Settlement Class Members, and if it should be finally 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 Fee Award and Costs to Settlement Class Counsel and the request for Service Awards to the Representative Plaintiffs.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval 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. 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 Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in **Question 15**, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval 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 15**, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you submit a valid and timely Request for Exclusion.

GET MORE INFORMATION

20. How do I get more information about the settlement?

This is only a summary of the proposed settlement. If you want additional information about this Litigation, including a copy of the Settlement Agreement, the Complaint, Short Notice, FAQs, Claim Form and more, please visit the Settlement Website, **www.PurFoodsDataSettlement.com**, or call **(833) 890-4931**. You may also contact the Settlement Administrator at *PurFoods, LLC Data Incident* c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391.

21. How do I update my contact information?

To update your contact information, please call **(833) 890-4931** or visit the Contact page of the Settlement Website: **www.PurFoodsDataSettlement.com**.

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