

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois

Doherty, et al. v. Francesca's Acquisitions, LLC

Case No. 2025CH000025

A Court has authorized this Long Form Notice ("Notice"). This is not a solicitation from a lawyer.

If You Are an Individual Residing in the United States Whose Personal Information Was Compromised in the Data Breach That is the Subject of the Data Breach Notice That Francesca's Sent to the Settlement Class Representatives and Others in Substantially the Same Form on or after September 25, 2023, You Are Eligible to Receive a Benefit from a Class Action Settlement

A Court authorized this Notice, to those that are eligible to receive Settlement benefits from a proposed class action Settlement. The Action is titled *Doherty, et al. v. Francesca's Acquisitions, LLC*, Case No. 2025CH000025 and is pending in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The people that filed the class action lawsuit are called Plaintiffs or Settlement Class Representatives and the company they sued is Francesca's Acquisition LLC (Defendant or Francesca's). Francesca's denies any wrongdoing whatsoever.

Who is a Settlement Class Member?

All individuals residing in the United States whose Personal Information was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

The Settlement Class specifically excludes: (i) the Court, Court personnel, and members of their immediate families; (ii) 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 leading to the Data Breach or who pleads *nolo contendere* to any such charge; (iii) any Settlement Class Members that timely and validly exclude themselves from the Settlement and (iv) owners, officers, directors, agents and/or representatives of Francesca's and their parent entities, subsidiaries, affiliates, successors, and/or assigns, with the exception of employees and/or former employees whose Personal Information (PII) was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

Settlement Class Members under the Settlement Agreement will be eligible to receive one or more of the following:

- ❖ **Compensation for Ordinary Losses:** All Settlement Class Members who submit a valid, complete, and timely Claim Form may make a Claim for **up to \$1,500** of documented losses resulting from the Data Breach;
- ❖ **Compensation for Lost Time:** All Settlement Class Members who submit a valid, complete, and timely Claim Form may file a claim for reimbursement of up to five hours of lost time at a rate of \$25 per hour for time spent by the Settlement Class Member addressing the Data Breach, with such Claims being subject to the \$1,500 Ordinary Losses cap set forth above;

AND

- ❖ **Compensation for Extraordinary Losses:** All Settlement Class Members **up to \$5,000** for each Settlement Class Member for proven monetary loss, **upon submission of a Claim and supporting documentation;**

OR

- ❖ **Alternative Cash Payment:** Instead of receiving compensation for Ordinary Losses, Lost Time, and/or Extraordinary Losses, Settlement Class Members may elect to receive an Alternative Cash Payment of **\$50**, unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of **\$75**.

In addition to the benefits above, Settlement Class Members will receive the following:

- ❖ **Credit Monitoring** – Settlement Class Members may accept **two (2) years of three bureau credit monitoring services**. You **do not** need to submit a Claim Form to receive this benefit.

The Settlement Administrator will provide an activation code for these credit monitoring services with the Summary Notice. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, will merely need to enroll and activate the service using the activation code provided with the Summary Notice.

- To obtain more information visit www.FrancescasDataSettlement.com or call **(833) 890-4817**.

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	The only way to receive a Settlement benefit from the Settlement.	Submitted or postmarked on or before November 10, 2025 .
Exclude Yourself by Opting Out of the Settlement Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Francesca's relating to the Data Breach.	Mailed and postmarked on or before October 10, 2025 .
Object to the Settlement and/or Attend the Fairness Hearing	You can write the Court about why you agree or disagree with the Settlement or the Attorneys' Fees, and Expenses and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Fairness Hearing on November 13, 2025, at 9AM CT about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before October 10, 2025 .
Do Nothing	You will not receive any Settlement benefit from this class action Settlement, but will remain a Settlement Class Member and be bound by the releases.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court will still have to decide whether to approve the Settlement. Settlement benefits will be made available only 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 Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Bryan S. Chapman of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois is overseeing this case captioned as *Doherty, et al. v. Francesca's Acquisitions, LLC*, Case No. 2025CH000025. The people who brought the lawsuit are called the Settlement Class Representatives. The company being sued, Francesca's Acquisition LLC, is called the Defendant or Francesca's.

2. What is the Action about?

The Action alleges that on or around January 31, 2023, Francesca's discovered a data breach through which an unauthorized third party accessed Francesca's network and files in its computer systems, with such access having taken place from January 12 through January 31, 2023, or Data Breach. Consequently, Plaintiffs', current and former employees', and customers' PII may have been accessed.

Francesca's deny any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Francesca's have done anything wrong.

3. Why is this a class action?

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

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Francesca's. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Settlement Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Settlement Class Counsel, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual residing in the United States whose PII was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

The Settlement Class specifically excludes: (i) the Court, Court personnel, and members of their immediate families; (ii) 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 leading to the Data Breach or who pleads *nolo contendere* to any such charge; (iii) any Settlement Class Members that timely and validly exclude themselves from the Settlement and (iv) owners, officers, directors, agents and/or representatives of Francesca's and their parent entities, subsidiaries, affiliates, successors, and/or assigns, with the exception of employees and/or former employees whose PII was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

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) 890-4817** with questions. You may also write with questions to:

Doherty, et al. v. Francesca's Acquisitions, 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 the following Settlement benefits available to Settlement Class Members who submit valid Claims: (a) Compensation for Ordinary Losses, up to \$1,500 per Settlement Class Member, with supporting documentation; (b) reimbursement for up to five hours of lost time at a rate of \$25 per hour for time spent by the Settlement Class Member addressing the Data Breach, with such Claims being subject to the \$1,500 Ordinary Losses cap set forth herein; and (c) Compensation for Extraordinary Losses not to exceed \$5,000 per Settlement Class Member, with supporting documentation; or (d) Alternative Cash Payment for \$50, unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of \$75; and regardless if you submit a Claim for the above Settlement benefits, (e) Credit Monitoring – Settlement Class Members will receive two (2) years of credit monitoring services through the Settlement Administrator at Francesca's expense. The Settlement Administrator will provide an activation code for these credit monitoring services with the Summary Notice. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, will merely need to enroll and activate the service using the activation code provided with the Class Notice.

8. What Settlement benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement benefits:

- a. **Compensation for Ordinary Losses:** All Settlement Class Members who submit a valid, complete, and timely Claim Form may make a Claim for up to \$1,500 for each Settlement Class Member, upon submission supporting documentation, for the following losses:
 - i. Out-of-pocket expenses incurred as a result of the Data Breach, 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;

- ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 12, 2023, and the Claims Deadline;
- iii. Up to five (5) hours of lost time, compensated at a rate of twenty-five dollars per hour \$25 for time spent responding to the Data Breach. Settlement Class Members may submit claims for up to five (5) hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Data Breach.

AND

- b. Compensation for Extraordinary Losses:** All Settlement Class Members up to \$5,000 for each Settlement Class Member for proven monetary loss, upon submission of a Claim and supporting documentation, if:
 - i. The loss is an actual, documented, and unreimbursed monetary loss;
 - ii. The loss was more likely than not caused by the Data Breach;
 - iii. The loss occurred between January 12, 2023, and the November 10, 2025;
 - iv. The loss is not already covered by one or more of the reimbursement categories for Ordinary Losses, described under the Ordinary Losses; and
 - v. The Settlement Class 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.

OR

- c. Alternative Cash Payment:** Instead of receiving compensation for Ordinary Losses and/or Extraordinary Losses, Settlement Class Members may elect to receive an Alternative Cash Payment of \$50, unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of \$75.

IN ADDITION TO THE BENEFITS ABOVE, YOU WILL RECEIVE THE FOLLOWING:

- ❖ **Credit Monitoring** – Settlement Class Members may accept two (2) years of three bureau credit monitoring services. **You do not need to submit a Claim Form to receive this benefit.**

The Settlement Administrator will provide an activation code for these credit monitoring services with the Class Notice. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, will merely need to enroll and activate the service using the activation code provided with the Class Notice.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement benefit?

To receive any of the monetary Settlement benefits, you must complete and submit a Claim Form online at www.FrancescasDataSettlement.com or by mail to Doherty, et al. v. Francesca's Acquisitions, LLC, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by **November 10, 2025**, or by mail **postmarked by November 10, 2025**.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR APPROVED CLAIM,
YOU MUST FILE A CLAIM FORM ONLINE AT
WWW.FRANCESCASDATASETTLEMENT.COM**

10. When will I get my Settlement benefit?

The Court will hold a Fairness Hearing on **November 13, 2025, at 9:00 a.m. CT** 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. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement payments and Credit Monitoring will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

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

Francesca's and any other Released Parties will receive a release from all claims that could have been or that were brought against Francesca's relating to the Data Breach. Thus, 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 Francesca's, and each of its present and former parents, subsidiaries, successors, assigns, insurers, and subrogees, and the present and former directors, officers, employees, agents, members, managers, attorneys, successors, assigns, insurers, and subrogees of each (collectively the "Released Parties"), and any other person acting on Francesca's behalf, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Breach. These releases are described in Section X of the Settlement Agreement, which is available at www.FrancescasDataSettlement.com. If you have any questions, you can talk to the law firms listed in **Question 17** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

12. If I exclude myself, can I get a Settlement benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Francesca's and any other Released Parties for any claim that could have been or was brought relating to the Data Breach. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the Settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement. The Request for Exclusion must include the individual's name and address; a statement clearly manifesting the individual's intent to be excluded from the Settlement Class; and the individual's signature.

Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement. You must mail your Request for Exclusion to the Settlement Administrator **postmarked by October 10, 2025**, to:

Doherty, et al. v. Francesca's Acquisitions, LLC
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

OBJECTING TO THE SETTLEMENT

15. 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, Settlement Class Counsel's application for Attorneys' Fees and Expenses or some part of it by objecting to the Settlement. Any written objection to the Settlement must (i) be submitted to the Court by filing the written objection through the Court's filing system, by mailing the written objection to the Clerk of Court, or by filing the written objection in person at any location of the Court; (ii) be mailed to Settlement Class Counsel and Francesca's counsel, and (iii) be filed or postmarked by **no later than October 10, 2025**.

Clerk of the Court	Francesca's Counsel	Settlement Class Counsel
Office of the Circuit Court Clerk 505 N. County Farm Road Wheaton, Illinois 60187	Cipriani & Werner, P.C. 450 Sentry Parkway Suite 200 Blue Bell, PA 19422	Cafferty Clobes Meriwether & Sprengel LLP 135 S. Lasalle Street. Suite 3210 Chicago, IL 60603 Siri & Glimstad LLP 745 Fifth Avenue, Ste 500 New York, NY 10151 Migliaccio & Rathod LLP 412 H Street NE Washington, DC 20002

For an objection to be considered by the Court, the objection must include all of the following:

- the case name and number of the Action;
- the objector's full name, address, email address, and telephone number;

- c. proof that the objector is a member of the Settlement Class;
- d. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- e. all grounds for the objection, accompanied by any legal support for the objection;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Award;
- g. the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- h. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity;
- i. a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- k. the objector's signature on the written objection (an attorney's signature is not sufficient).

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

Objecting is telling the Court why you do not think the Settlement should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Cafferty Clobes Meriwether & Sprengel LLP, Siri & Glimstad LLP and Migliaccio & Rathod LLP as Settlement Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Settlement Class Counsel be paid?

Settlement Class Counsel will make their application for Attorneys' Fees and Expenses no later than fourteen (14) Days prior to the Objection Deadline of October 10, 2025. Settlement Class Counsel agree not to seek a combined award of Attorneys' Fees and Expenses in excess of \$350,000. Any payment made by Francesca's for Attorneys' Fees and Expenses will be made separate and apart from the funds available for payment to Settlement Class Members.

Settlement Class Counsel will ask the Court to approve a Service Award not to exceed \$2,000 for each Settlement Class Representative, intended to compensate them for their efforts in this Action and commitment on behalf of the Settlement Class. Any payment made by Francesca's for the Service Award will be made separate and apart from the funds available for payment to Settlement Class Members.

Any Attorneys' Fees and Expenses and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **November 13, 2025, at 9:00 a.m. CT**, at the DuPage County Judicial Center, 505 N County Farm Road, Wheaton, IL 60187, Room 2007 as ordered by the Court. 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 application for Attorneys' Fees and Expenses. 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 without additional notice, so Settlement Class Counsel recommends checking the Settlement Website **www.FrancescasDataSettlement.com**, or calling **(833) 890-4817**.

20. Do I have to attend the hearing?

No. Settlement Class Counsel will present the Settlement Class 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 15**, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Settlement Class Counsel and Francesca's Counsel, at the mailing addresses listed above, **postmarked by no later than October 10, 2025**.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any Settlement benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Francesca's or the other Released Parties based on any claim that could have been or that was brought relating to the Data Breach.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.FrancescasDataSettlement.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(833) 890-4817**.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(833) 890-4817** or at the Contact page of the Settlement Website:

Doherty, et al. v. Francesca's Acquisitions, LLC
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR SETTLEMENT
CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**