

NORTHERN DISTRICT OF CALIFORNIA

*In re: Cupertino Electric, Inc. Litigation,*  
Case No. 5:23-cv-04007-BLF

**If you reside in the United States and received notice of the Cupertino Data Breach, you are eligible to receive benefits from a class action settlement.**

*A court authorized this Notice of Settlement. This is not a solicitation from a lawyer.*

A settlement has been proposed (the “Settlement” or “Settlement Agreement”) with Cupertino Electric, Inc. (“Cupertino”) in a class action lawsuit regarding a security incident impacting Cupertino (the “Data Breach”). The Settlement provides benefits as described in this notice. If you are a Settlement Class Member, there are benefits available to you from the proposed Settlement. The Settlement includes all individuals residing in the United States who were sent notice of the Cupertino Data Breach. **The easiest way to submit a claim under the Settlement is online at [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com).**

The Settlement provides payments and other benefits to people who submit valid claims for documented out-of-pocket losses, additional credit monitoring services, and/or an alternative pro rata cash payment. More specifically, the Settlement relief includes:

- **Credit Monitoring and Identity Theft Protection Services:** Cupertino previously offered 24 months of credit monitoring services with its initial notice of the Data Breach. With this Settlement, you can submit a claim for two additional years of three-bureau credit monitoring services, including \$1 million in identity theft insurance.
- **Compensation for Out-of-Pocket Losses:** If you have incurred actual, unreimbursed losses as a result of the Data Breach, you can make a claim for reimbursement for up to \$5,000.00. Examples of actual, unreimbursed losses include: (i) costs and expenses spent addressing identity theft or fraud; (ii) preventive costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review; and (iii) other documented losses that were not reimbursed. You must include documentation to support the fact that the out-of-pocket losses were the result of the Data Breach.
- **Alternative Pro Rata Cash Payment:** In lieu of submitting a claim for out-of-pocket losses, you may submit a claim for a pro rata cash payment from the Residual Settlement Fund. Submitting a claim for a pro rata cash payment from the Residual Settlement Fund does not prevent you from also submitting a claim for two additional years of three-bureau credit monitoring services.

**ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.**

**Your legal rights are affected even if you do nothing. Read this Notice of Settlement carefully.**

**Questions? Visit [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com) or Call 1-833-360-6845**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>File a claim for Settlement Benefits</b>	<p>You must submit a claim form in order to receive credit monitoring, compensation for documented out-of-pocket losses, and alternative pro rata cash payments. Your claim form must include your Unique Class Member ID found on the postcard notice sent to you or available from the Settlement Administrator.</p> <p>For more detailed information, <i>see</i> Question 9.</p>	November 6, 2025
<b>Exclude yourself from the Settlement</b>	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Cupertino (or any other Released Parties) for claims related to the Data Breach. If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, <i>see</i> Question 16.</p>	October 7, 2025
<b>Object to the Settlement</b>	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits available under the Settlement and give up your right to sue Cupertino (or any other Released Parties) for claims related to the Data Breach, as described in the Settlement Agreement available on the Settlement website <a href="http://www.CupertinoElectricDataSettlement.com">www.CupertinoElectricDataSettlement.com</a>.</p> <p>For more detailed information, <i>see</i> Question 17.</p>	October 7, 2025
<b>Do Nothing</b>	<p>If you do nothing, you will not be entitled to any of the above-listed benefits. If the Settlement becomes final, you will give up your rights to sue Cupertino (or any other Released Parties) separately for claims relating to the Data Breach or to continue to pursue any such claims you have already filed.</p>	

These rights and options – **and how and when you need to exercise them** – are explained in this Notice of Settlement.

The Court that is presiding over this case still must decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

**Questions? Visit [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com) or Call 1-833-360-6845**

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**Questions? Visit [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com) or Call 1-833-360-6845**

## BASIC INFORMATION

### 1. What is this notice, and why did I get it?

A Court authorized this Notice of Settlement to inform you on how you may be affected by this proposed Settlement. This Notice of Settlement describes the lawsuit, the general terms of the proposed Settlement and what it may mean to you. This Notice of Settlement also explains how to participate in, or exclude yourself from, the Settlement if you received notification that your personal information was compromised in the Cupertino Data Breach.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see Question 5.

### 2. What is this lawsuit about?

On or around June 24, 2023, Cupertino detected unusual activity on certain internal systems and discovered that, between June 14, 2023 and June 24, 2023, an unauthorized party accessed and acquired information maintained on Cupertino's systems (the "Data Breach"). The lawsuit claims that Cupertino is responsible for the Data Breach.

Cupertino denies these claims and any wrongdoing. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Cupertino.

### 3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the Settlement, except for those individuals who exclude themselves from the Settlement Class by the deadline.

### 4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Cupertino. Instead, both sides agreed to a settlement after months of settlement negotiations. Settlements avoid the costs and uncertainty of trial and related appeals, while quickly providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class ("Class Counsel," see Question 13) believe that the Settlement is in the best interests of the Settlement Class Members.

**Questions? Visit [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com) or Call 1-833-360-6845**

## WHO IS PART OF THE SETTLEMENT?

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

You are a Settlement Class Member if you were sent notice of the Data Breach from Cupertino. These notices were sent by Cupertino on or around June 28, 2023.

If you are not sure whether you are included in the Settlement, you may call 1-833-360-6845 or [info@CupertinoElectricDataSettlement.com](mailto:info@CupertinoElectricDataSettlement.com) with questions.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

The Settlement provides:

- Compensation for unreimbursed, documented out-of-pocket losses;
- Two years of three-bureau credit monitoring (Question 7);
- Pro rata cash payments for all Settlement Class Members as an alternative to submitting a claim for documented out-of-pocket losses;
- Payment of costs of notifying Settlement Class Members and administering the Settlement;
- Payment of a Service Award to the Settlement Class Representatives, as approved by the Court (Question 15);
- Payment of Attorneys' Fees, Costs, and Expenses, as approved by the Court (Question 14).
- Injunctive relief, including a number of security commitments by Cupertino designed to prevent attacks similar to the Data Breach from occurring in the future.

**Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Losses:** Settlement Class Members that have documented out-of-pocket losses as a result of the Data Breach can make a claim for reimbursement up to \$5,000.00. Out-of-Pocket Losses that are eligible for reimbursement include, but are not limited to, the following:

- (i) costs and expenses spent addressing identity theft or fraud;
- (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review; and
- (iii) other documented losses that were not reimbursed;

To claim reimbursement for out-of-pocket losses, you must submit documentation supporting this claim, including, but not limited to credit card statements, bank statements, invoices, telephone records, and receipts.

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**Settlement Benefit: Alternative Pro Rata Cash Payment:** In lieu of submitting a claim for documented out-of-pocket losses, you may submit a claim for an alternative pro rata cash payment from the Residual Settlement Fund. As defined in the Settlement Agreement (available at [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com)), the Residual Settlement Fund means the amount of funds that remain in the \$740,520.00 Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Approved Claim(s) for Out-of-Pocket Losses; (iv) Approved Claims for Credit Monitoring and Identity Theft Protection Services; (v) Service Awards Payments approved by the Court; and (vi) Attorneys' Fee Award and Expenses approved by the Court.

The election to receive a pro rata alternative cash payment does not preclude Class Representatives from receiving a Court approved Service Award Payment, and does not preclude Settlement Class Members from receiving Credit Monitoring and Identity Theft Protection Services.

**Settlement Benefit: Credit Monitoring and Identity Theft Protection Services:** Settlement Class Members may submit a claim for two years of credit monitoring and identity theft protection services, which shall include: (i) three bureau credit monitoring, (ii) report and score, (iii) dark web monitoring, (iv) identity theft protection services, (v) identity resolution services, and (vi) \$1,000,000.00 in identity theft insurance.

\* \* \*

The Settlement Administrator will decide if your claim for out-of-pocket losses and/or an alternative pro rata cash payment is valid. Only valid claims will be paid. The deadline to file a claim for out-of-pocket losses, credit monitoring and identity theft protection services, and/or an alternative pro rata cash payment is **November 6, 2025**. **The amount of your claim may be reduced or increased depending on the total amount of claims. See Question 8.**

#### **7. How will the Settlement help protect me against future identity theft and fraud?**

Settlement Class Members can submit a claim for two years of three-bureau credit monitoring services, including at least \$1 million in identity theft insurance. The two years of three-bureau credit monitoring and identity theft services is *in addition to* the 24 months of complimentary credit monitoring services offered by Cupertino in its Notice of Security Incident Letter sent on or around June 28, 2023.

The deadline to file a claim for credit monitoring and identity theft protection services is **November 6, 2025**. If you submit a valid claim form and elect to enroll in credit monitoring and identity theft protection services, you will receive enrollment instructions by email after the settlement is final.

#### **8. What happens if the amount of claims exceeds the amount of the Settlement?**

The aggregate amount Cupertino shall be responsible to pay under this Settlement Agreement is \$740,520.00. If the total amount of approved claims made by Settlement Class Members, together

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with the Administration and Notice Costs, Service Awards, Attorneys' Fees, and Expenses, exceeds \$740,520.00, approved claims will be subject to a pro rata reduction such that the total amount of Settlement Benefits paid by Cupertino does not exceed the amount of the settlement.

## HOW DO YOU RECEIVE A BENEFIT?

### 9. How do I file a claim for Credit Monitoring, Out-of-Pocket Losses, or Cash Payments?

To file a claim for credit monitoring, documented out-of-pocket losses, or for an alternative pro rata cash payment, you will need to file a claim form with your Unique Class Member ID, which can be found on the post-card Notice of Settlement you received or by contacting the Settlement Administrator. **The easiest way to submit a claim form is online, by filling out the form at [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com).** You can also download a paper claim form and return a completed claim form by mail addressed to:

Cupertino Data Breach Class Action Settlement  
PO Box 25226  
Santa Ana, CA 92799

The deadline to file a claim is **November 6, 2025** (this is the last day to file online and the postmark deadline for mailed claims).

### 10. How will claims be decided?

The Settlement Administrator will decide whether the information provided on each Claim Form is complete and 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.

Approved claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Settlement Administrator.

### 11. When will I get my payment?

The Court will hold a hearing on **December 4, 2025** to decide whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

## LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

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

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the Data Breach against Cupertino and any Released Parties (which includes the

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entity, if any, listed on the Notice of Settlement you received) when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Cupertino or any Released Parties for any harm related to the Data Breach or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (*see* Question 16), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Cupertino or any Released Parties regarding the Data Breach.

Paragraph 14 of the Settlement Agreement defines the claims and parties that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com).

If you have any questions, you can contact the Settlement Administrator (*see* Question 18).

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

Yes. The Court appointed William B. Federman and Tanner R. Hilton of Federman & Sherwood as Settlement Class Counsel. You will not be charged by these lawyers for their work on this case. 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?

Class Counsel has undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award Attorneys' Fees and Costs. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for Attorneys' Fees and Costs (which must be approved by the Court) will be filed by **September 8, 2025** and will be available to view on the Settlement website at [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com).

### 15. Will the Settlement Class Representatives receive additional money?

The Settlement Class Representatives in this action are listed in the Settlement Agreement, which is available at [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com). Class Counsel will ask the Court to award the Settlement Class Representatives a "Service Award" of \$3,000.00 for the time that the Settlement Class Representatives spent, and the risks that the Settlement Class Representatives undertook, in bringing this lawsuit on behalf of the class. This amount will have to be approved by the Court.

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## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 16. How do I exclude myself from the Settlement?

If you are a member of the Settlement Class, you may exclude yourself from the Settlement (also known as “opting out”). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this Notice of Settlement.

If you decide on this option, you may keep any rights you have, if any, against Cupertino, and you may file your own lawsuit against Cupertino based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must do so by emailing your written “request for exclusion” to [info@CupertinoElectricDataSettlement.com](mailto:info@CupertinoElectricDataSettlement.com) by **October 7, 2025** or mail a “request for exclusion,” postmarked no later than **October 7, 2025**, to:

Cupertino Data Breach Class Action Settlement  
PO Box 25226  
Santa Ana, CA 92799

The statement must contain the following information:

- (i) Identify the case name of the Action;
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion;
- (iv) Include a statement clearly indicating the individual’s intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request.

**If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.**

**Questions? Visit [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com) or Call 1-833-360-6845**

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court that I like or do not like the Settlement Agreement?

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a written objection stating that you object to the Settlement. Your objection must include:

- (i) The case name and number of the Action;
- (ii) Documentation evidencing the objector's status as a Settlement Class Member;
- (iii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iv) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (v) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (vi) A statement of the specific grounds for the objection; and
- (vii) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must be filed electronically with the Court by **October 7, 2025** or mailed, postmarked no later than **October 7, 2025**, to the following addresses:

Clerk of the Court  
United States District Court Northern District of California  
San Jose Courthouse  
280 South 1st Street  
San Jose, CA 95113

Christopher J. Seusing  
Jacob P. Wilson  
Sean V. Patel  
Timothy D. Shea

**Questions? Visit [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com) or Call 1-833-360-6845**

**WOOD SMITH HENNING & BERMAN LLP**

685 3<sup>rd</sup> Ave., 18<sup>th</sup> Floor  
New York, NY 10017

William B. Federman

Tanner R. Hilton

**FEDERMAN & SHERWOOD**

10205 N. Pennsylvania  
Oklahoma City, OK 73120

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on **December 4, 2025, at 9:00 a.m.** either by video conference or in person before the Honorable Beth Labson Freeman, at the United States District Court for the Northern District of California located at 280 South 1st Street, San Jose, California 95113. This hearing date and time may be moved. Please refer to the Settlement website ([www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com)) for notice of any changes.

## **GETTING MORE INFORMATION**

### **18. How do I get more information?**

If you have questions about this Notice of Settlement or the Settlement, you may go to the Settlement website at [www.CupertinoElectricDataSettlement.com](http://www.CupertinoElectricDataSettlement.com) or call 1-833-360-6845. You can also contact the Settlement Administrator at [info@CupertinoElectricDataSettlement.com](mailto:info@CupertinoElectricDataSettlement.com) or by mailing a letter to the Cupertino Data Breach Class Action Settlement Administrator, PO Box 25226, Santa Ana, CA 92799, for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

This Notice of Settlement is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this Notice of Settlement, the lawsuit, or the proposed settlement.

***Please do not contact the Court, its Clerks, or Cupertino.***

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