

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If O'Brien Steel Service Co. ("O'Brien") Notified You of a Security 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 Notice.*

This Notice summarizes the proposed Settlement reached in a lawsuit entitled *Michael Hayes v. O'Brien Steel Service Co.*, Case No. 2024-LA-0000092, filed on August 19, 2024, in the Circuit Court for the Tenth Judicial Circuit in and for Peoria County, Illinois (the "Action"). For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **www.OBrienSecurityIncident.com** or contact the Settlement Administrator at 1-800-596-1198.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Notice explains the nature of the Action and claims being settled, your legal rights,
and the benefits to the Settlement Class.**

This Notice may affect your rights – please read it carefully.

- The Action alleges that personal information was impacted by a cybersecurity incident that affected O'Brien Steel Service Co. ("O'Brien") between May 18, 2023 and June 1, 2023.
- If you received this Notice, you have been identified as a Settlement Class Member. More specifically, you are a Settlement Class Member because you have been identified by the Settlement Administrator as an individual to whom O'Brien sent notice regarding information that was potentially compromised in the Security Incident.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) two years of one-bureau credit monitoring provided through the Settlement Administrator; (2) reimbursement for documented Ordinary Losses up to \$500 for expenses related to Security Incident such as fees for credit reports, credit monitoring, or other identity theft insurance products, (3) claims for Lost Time, including up to three (3) hours of undocumented time and up to three (3) hours of documented time, calculated at \$25 per hour, for a maximum total of \$150 per claimant; (4) reimbursement for documented Extraordinary Losses up to \$5,000 upon submission of a valid Claim Form, and/ or (5) a claim for a single \$60 cash payment in the alternative to Claims for Ordinary Expenses, Lost Time, or Extraordinary Expenses.

The deadline to submit a claim is December 29, 2025.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim	You must submit a valid Claim to get money from this Settlement. Claim Forms must be submitted online by December 29, 2025 or, if mailed, postmarked no later than December 29, 2025.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money or credit monitoring.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Action. You will not get any money or credit monitoring from the Settlement. Your request to exclude yourself must be postmarked no later than December 1, 2025.
File an Objection	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than December 1, 2025.
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Approval Hearing is scheduled for January 22, 2026 at 10:00 a.m. in Room 214.

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BASIC INFORMATION

1. How do I know if I am affected by the Action and Settlement?

You are a Settlement Class Member if O'Brien sent you a notice of the Security Incident.

The Settlement Class specifically excludes: (i) O'Brien, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

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

2. What is this Action about?

This case is known as *Michael Hayes. v. O'Brien Steel Service Co.* (Case No. 2024-LA-0000092) filed on August 19, 2024, in the Circuit Court for the Tenth Judicial Circuit in and for Peoria County, Illinois. The person who sued is called the "Plaintiff" and the company they sued, O'Brien, is known as the "Defendant" in this case. O'Brien will be called "Defendant" in this Notice.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information was potentially impacted as a result of the Security Incident.

Plaintiff generally alleges that O'Brien was negligent in securing the personal information in its systems. Defendant denies the allegations and causes of action plead in the Action.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Plaintiff, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.OBrienSecurityIncident.com.

4. Why is this a class action?

In a class action, one or more people called a "Class Representative" 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 a Settlement Class Member if O'Brien sent you a notice of the Security Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.OBrienSecurityIncident.com, call toll-free at 1-800-596-1198, or write to PO Box 64053, Saint Paul, MN 55164.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

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

Credit Monitoring: Settlement Class Members shall be offered an opportunity to enroll in two (2) years of Credit Monitoring Services to include credit monitoring through one national reporting bureau provided through the Settlement Administrator with at least \$1,000,000 in identity theft insurance.

Documented Ordinary Expenses: Settlement Class Members may make a claim for compensation for documented Ordinary Expenses up to \$500. Documented Ordinary Expenses means expenses and fees incurred or spent as a result of the Security Incident between June 1, 2023, and the Claims Deadline, including, by way of example and without limitations, out of pocket expenses incurred, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Security Incident. To claim documented Ordinary Expenses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Settlement Administrator.

Payments for Lost Time: Settlement Class Members may receive compensation for up to three (3) hours of undocumented Lost Time and up to three (3) hours of documented Lost Time, at a rate of \$25 per hour, for a maximum of \$150 per claimant. Claims for more than three (3) hours of Lost Time must be supported by third-party documentation supporting the time spent on those additional hours.

Documented Extraordinary Expenses: Settlement Class Members may make a claim for compensation for documented Extraordinary Expenses up to \$5,000 upon submission of a valid Claim Form that meets the following conditions: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Security Incident; (3) the loss was incurred between June 1, 2023 and the Claims Deadline; and (4) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

Alternative Cash Payment: Settlement Class Members can make a Claim for a single \$60 cash payment in the alternative to Claims for Ordinary Expenses, Lost Time, or Extraordinary Expenses.

7. How to submit a claim?

All claims will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to get money from the proposed Settlement. Claim Forms must be submitted online by **December 29, 2025** or postmarked no later than **December 29, 2025**. You can submit an online claim or download a Claim Form at www.OBrienSecurityIncident.com, or you can call the Settlement Administrator toll-free at 1-800-596-1198 for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue O'Brien, and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at www.OBrienSecurityIncident.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 Class Representative receive compensation?

Yes. The Class Representative will receive a Service Award Payment of up to \$5,000, to compensate him for his services and efforts in bringing the Action. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must: (a) state the name of the Action, *Michael Hayes v. O'Brien Steel Service Co.*, Case No. 2024-LA-0000092; (b) your full name, current address, and personal signature, and (c) state the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the Settlement.

Your written request for exclusion must be postmarked no later than **December 1, 2025** to:

O'Brien Steel Service Co. Security Incident
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

Instructions on how to submit a request for exclusion are available at www.OBrienSecurityIncident.com or from the Claims Administrator by calling 1-800-596-1198.

If you exclude yourself, you will not be able to receive any cash benefit or credit monitoring 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 Action, and you will keep your right to sue Defendant 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 Parties (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 credit monitoring 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 STRAUSS BORRELLI PLLC (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?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees and Litigation Costs and Expenses in an amount not to exceed \$138,000.00. A copy of Settlement Class Counsel’s motion for attorney’s fees and Litigation Costs and Expenses and Service Award Payment for the Class Representative will be posted on the Settlement Website, www.OBrienSecurityIncident.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 file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) the name of the Action, *Michael Hayes v. O’Brien Steel Service Co.*, Case No. 2024-LA-0000092;
- b) your full name and current mailing address;
- c) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- d) the identity of any attorneys representing you, the objector;
- e) a statement regarding whether you (or your attorney) intends to appear at the Final Approval Hearing;
- f) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years; and,
- g) your signature or the signature of your attorney.

Your Objection must be postmarked no later than December 1, 2025 at:

O’Brien Steel Service Co. Security Incident
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

In addition, you must concurrently email or mail a copy of your objection to the Settlement Administrator, postmarked no later than December 1, 2025, to:

O'Brien Steel Service Co. Security Incident
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164
Email: OBrienSecurityIncident@atticusadmin.com

If you do not submit your objection with all the above requirements, or if your objection is not received by December 1, 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. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, 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 January 22, 2026 at 10:00 a.m. in Room 214. The hearing may be held remotely, or moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.OBrienSecurityIncident.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is 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 award of attorneys' fees and Litigation Costs and Expenses to Settlement Class Counsel and the request for a Service Award Payment to the Class Representative.

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 to talk about it. 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. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Persons described in Question No. 8.

GET MORE INFORMATION

21. 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 Action, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's motion for attorneys' fees, Litigation Costs and Expenses, and Service Award Payment for Class Representative, and more, please visit **www.OBrienSecurityIncident.com** or call 1-800-596-1198. You may also contact the Settlement Administrator at O'Brien Steel Service Co. Security Incident, c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164.

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