NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

King v. Continental Café Holdings, LLC, Case No. 2:24-cv-13100-SJM-APP (E.D. Mich.).

If you reside in the United States and received notice of the Continental Café Holdings, LLC Data Incident, you may be 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 Continental Café Holdings, LLC ("Continental" or "Defendant") in a class action lawsuit regarding a cybersecurity event impacting Continental (the "Data Incident"). 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 affected by the Data Incident, including those who received the November 12, 2024, notice of the Data Incident. To be a Settlement Class Member, you cannot be party to an arbitration agreement with Continental, implemented on March 14, 2019, and/or July 18, 2023. **The easiest way to submit a claim under the Settlement is online at www.ContinentalCafeDataIncident.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 cash payment. More specifically, the Settlement relief includes:

- <u>Credit Monitoring and Identity Theft Protection Services</u>: Continental previously offered 12 months of credit monitoring services with its initial notice of the Data Breach. With this Settlement, you can submit a claim for three additional years of free credit monitoring and identity theft services.
- <u>Compensation for Out-of-Pocket Losses</u>: If you have incurred actual, unreimbursed losses as a result of the Data Incident, you can make a claim for reimbursement for up to $700.00. 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 Incident. Self-prepared documentation alone is not sufficient to support an Out-of-Pocket Losses claim.
- <u>Alternative Cash Payment</u>: In lieu of submitting a claim for out-of-pocket losses, you may submit a claim for a cash payment of up to $50.00. Submitting a claim for an alternative cash payment does not prevent you from also submitting a claim for three additional years of credit monitoring and identity theft protection services.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for Settlement Benefits	You must submit a claim form in order to receive credit monitoring, compensation for documented out-of-pocket losses, and alternative cash payments. Your claim form must include your LoginID found on the postcard notice sent to you or available from the Settlement Administrator. For more detailed information, *see* Question 8.	**July 28, 2026**
Exclude yourself from the Settlement	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 Continental (or any other Released Parties) for claims related to the Data Incident. If you opt-out, you may not make a claim for benefits under the Settlement. For more detailed information, *see* Question 15.	**June 29, 2026**
Object to the Settlement	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 Continental (or any other Released Parties) for claims related to the Data Incident, as described in the Settlement Agreement available on the Settlement website www.ContinentalCafeDataIncident.com. For more detailed information, *see* Question 16.	**June 29, 2026**
Do Nothing	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 Continental (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.	**N/A**

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.

WHAT THIS NOTICE OF SETTLEMENT CONTAINS

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 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 Continental Data Incident.

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 October 18, 2024, Continental became aware of a cybersecurity event affecting individuals' Private Information (the "Data Incident"). Continental provided written notice of the Data Incident to all affected individuals on November 12, 2024. The lawsuit claims that Continental is responsible for the Data Incident.

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

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 Plaintiff or Continental. 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 Representative appointed to represent the Settlement Class and the attorneys for the Settlement Class ("Class Counsel," *see* Question 12) believe that the Settlement is in the best interests of the Settlement Class Members.

WHO IS PART OF THIS SETTLEMENT?

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

You are a Settlement Class Member if you received Continental's November 12, 2024, notice of the Data Incident and you are not party to an arbitration agreement with Continental implemented on March 14, 2019, and/or July 18, 2023.

If you are not sure whether you are included in the Settlement, you may call 1-833-386-6516 or info@ContinentalCafeDataIncident.com with questions.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides:

- Compensation for unreimbursed, documented out-of-pocket losses;
- Three years of credit monitoring and identity theft protection services (Question 7);
- Alternative 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 by Continental;

- Payment of a Service Award to the Settlement Class Representative, as approved by the Court (Question 14);
- Payment of Attorneys' Fees, Costs, and Expenses, as approved by the Court (Question 13).
- Remedial Measures, including a number of security commitments by Continental designed to prevent attacks similar to the Data Incident 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 Incident can make a claim for reimbursement up to $700.00. 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. Self-prepared documentation alone is not sufficient to support an Out-of-Pocket Losses claim.

Settlement Benefit: Alternative Cash Payment: In lieu of submitting a claim for documented out-of-pocket losses, you may submit a claim for an alternative cash payment of up to $50.00. The election to receive an alternative cash payment does not preclude Settlement Class Members from enrolling in credit monitoring and identity theft protection services offered under the Settlement. Further, the election to receive an alternate cash payment does not preclude the Class Representative from receiving a Court approved Service Award.

Settlement Benefit: Credit Monitoring and Identity Theft Protection Services: Settlement Class Members may submit a claim to enroll in three (3) years of one-bureau credit monitoring and identity theft protection services.

* * *

The Settlement Administrator will decide if your claim for out-of-pocket losses and/or an alternative 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 cash payment is **July 28, 2026**.

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

Settlement Class Members can submit a claim for three years of credit monitoring and identity theft protection services. The three years of credit monitoring and identity theft services is ***in addition to*** the 12 months of complimentary credit monitoring services offered by Continental in its Notice of Cyber Incident Letter sent on or around November 12, 2024.

The deadline to file a claim for credit monitoring and identity theft protection services is **July 28, 2026**. 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.

HOW DO YOU RECEIVE A BENEFIT

8. 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 cash payment, you will need to file a claim form with your LoginID, which can be found on the postcard 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.ContinentalCafeDataIncident.com**. You can also download a paper claim form and return a completed claim form by mail addressed to:

Continental Cafe Data Incident
Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

The deadline to file a claim is **July 28, 2026** (this is the last day to file online and the postmark deadline for mailed claims).

9. 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.

10. When will I get my payment?

The Court will hold a hearing on **August 18, 2026,** 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

11. 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 Incident against Continental and any Released Parties (which includes the 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 Continental or any Released Parties for any harm related to the Data Incident 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 15), 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 Continental or any Released Parties regarding the Data Incident.

Section VII 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.ContinentalCafeDataIncident.com.

If you have any questions, you can contact the Settlement Administrator (*see* Question 17).

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court appointed E. Powell Miller of The Miller Law Firm, P.C., William B. Federman of Federman & Sherwood, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and Ken Grunfeld of Kopelowitz Ostrow P.A. 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.

13. 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 **June 15, 2026,** and will be available to view on the Settlement website at www.ContinentalCafeDataIncident.com.

14. Will the Settlement Class Representative receive additional money?

The Settlement Class Representative in this action is listed in the Settlement Agreement, which is available at www.ContinentalCafeDataIncident.com. Class Counsel will ask the Court to award the Settlement Class Representative a "Service Award" of $2,500.00 for the time that the Settlement Class Representative spent, and the risks that the Settlement Class Representative undertook, in bringing this lawsuit on behalf of the class. This amount will have to be approved by the Court.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. 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 Continental, and you may file your own lawsuit against Continental 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 mail a "request for exclusion," postmarked no later than **June 29, 2026**, to:

Continental Cafe Data Incident
Settlement Administrator
P.O. 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.

OBJECTING TO THE SETTLEMENT

16. 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 name of the proceedings;
(ii) the Settlement Class Member's full name, current mailing address, and telephone number;
(iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
(iv) the identity of any attorneys representing the objector;
(v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
(vi) a statement identifying all class action settlements objected to by the Settlement Class Member (and his or her attorney) in the previous 5 years;
(vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and
(viii) documentary evidence identifying the individual as a member of the Settlement Class (*e.g.*, a Data Incident notice letter).

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 June 29, 2026, or mailed, postmarked no later than June 29, 2026, to the following addresses:

Clerk of the Court United States District Court Eastern District of Michigan Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd. Detroit, MI 48226	Kenneth Grunfeld **KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT** One West Las Olas Blvd., Suite 500 Fort Lauderdale, Florida 33301 (954) 525-4100 grunfeld@kolawyers.com
David W. Schelberg Timothy J. Lowe **MCDONALD HOPKINS PLC** 39533 Woodward Ave., Ste. 318 Bloomfield Hills, MI 48304 Telephone: (248) 646-5070 tlowe@mcdonaldhopkins.com dschelberg@mcdonaldhopkins.com	E. Powell Miller Emily E. Hughes **THE MILLER LAW FIRM, P.C.** 950 W. University Drive, Suite 300 Rochester, MI 48307 T: (248) 841-2200 epm@millerlawpc.com eeh@millerlawpc.com
William B. Federman **FEDERMAN & SHERWOOD** 10205 N. Pennsylvania Oklahoma City, OK 73120	Gary M. Klinger **MILBERG, PLLC** 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 T: (866) 252-0878 gklinger@milberg.com

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 **August 18, 2026, at 2:00 p.m.** before the Honorable Chief Judge Stephen J. Murphy, III, at the United States District Court for the Eastern District of Michigan located at 231 W. Lafayette Blvd., Detroit, MI 48226. This hearing date and time may be moved. Please refer to the Settlement website www.ContinentalCafeDataIncident.com for notice of any changes.

GETTING MORE INFORMATION

17. 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.ContinentalCafeDataIncident.com or call 1-833-386-6516. You can also contact the Settlement Administrator at info@ContinentalCafeDataIncident.com or by mailing a letter to the Continental Cafe Data Incident, Settlement Administrator, P.O. 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 Continental.