

If you received a notification letter dated December 2023 from JAE Oregon regarding a Security Incident, you may be entitled to benefits from a Class Settlement.

A Court has authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against JAE Oregon, Inc. (“JAE Oregon” or “Defendant”) arising out of a Security Incident that Defendant identified around November 2023. Plaintiff Ralph Lesperance (“Plaintiff”) asserts claims for himself and a proposed class arising out of the Security Incident and the alleged unauthorized access to Personally Identifiable Information (“PII”) of Plaintiff and current and former employees of JAE Oregon.
- You are a member of the Settlement Class, defined as: all persons to whom JAE Oregon sent a notification letter regarding the Security Incident, except those who timely and validly opt out of the Settlement Class, and any person found to be guilty under criminal law of initiating, causing, aiding or abetting the Security Incident or who pleases *nolo contendere* to any such charge. JAE Oregon sent the notification letter on or about December 20, 2023.
- If you are a Settlement Class Member, you may be eligible to receive **one or more** of the following benefits:

Credit Monitoring: In addition to electing a Cash Payment, you may submit a timely and valid Claim Form for three years (3) of Credit Monitoring from all three major credit bureaus, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment:

Ordinary Losses, Extraordinary Losses, and Lost Time: You may submit a timely and valid Claim Form and provide supporting documentation to recover for actual, documented expenses that were incurred as result of the Security Incident and not otherwise reimbursed, in an amount up to \$350, and/or actual, documented extraordinary losses experienced due to fraud or identity theft as a result of the Security Incident, in an amount up to \$3,500. You may also seek reimbursement for lost time spent dealing with the Security Incident in an amount up to \$60, at a rate of \$20 per hour.

This Notice may affect your rights. Please read it carefully.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment and/or credit monitoring.	Online or Postmarked by November 13, 2025
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own individual lawsuit against Defendant for the same claims resolved by this Settlement.	Postmarked by October 14, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on March 30, 2026, about the fairness of the Settlement, with or without your own attorney.	Received by October 14, 2025
DO NOTHING	Get no payment or credit monitoring and be bound by the terms of the Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

BASIC INFORMATION

1. Why did I get this notice?

A state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Circuit Court of the State of Oregon, for the County of Washington is overseeing this class action. The lawsuit is known as *Ralph Lesperance, individually, and on behalf of all others similarly situated v. JAE Oregon, Inc.*, Case No. 24CV06959 (“lawsuit”). The individual who filed this lawsuit is called the “Plaintiff” and/or “Class Representative” and the company sued, JAE Oregon, Inc., is called the “Defendant.”

2. What is this lawsuit about?

Plaintiff filed this lawsuit against Defendant, individually, and seeking to act on behalf of employees and former employees of Defendant whose PII was allegedly subject to unauthorized access due to the Incident.

Specifically, Plaintiff alleges around November 2023, as a result of the Incident, there was unauthorized access to the PII of Plaintiff and putative class members. Plaintiff’s Complaint asserts claims against Defendant for violation of Oregon’s Identity Theft Protection Act and Oregon’s Unlawful Trade Practices Act, claims for breach of implied contract, unjust enrichment, negligence, negligence per se, and invasion of privacy.

Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiff and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who they allege have similar legal claims. Together, after certification by a court, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representative in this lawsuit is Plaintiff Ralph Lesperance.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits, including compensation. The Class Representative and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you were sent a notification letter from JAE Oregon on or about December 20, 2023, regarding the Security Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are those persons who timely and validly opt out of the Settlement Class, and any person found to be guilty under criminal law of initiating, causing, aiding or abetting the Security Incident or who pleads *nolo contendere* to any such charge.

7. What should I do if I am not sure whether I am included?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.JAEORClassSettlement.com or call the Settlement Administrator's toll-free number at 1-888-405-4304.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement Provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

Credit Monitoring: In addition to any Cash Payment, you may submit a claim for three years (3) of Credit Monitoring from all three major credit bureaus, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment Options: You may be eligible for reimbursement for Ordinary Losses, Extraordinary Losses, and Lost Time, subject to the caps set forth below.

Ordinary Losses: You may submit a timely and valid Claim Form for actual documented expenses that were incurred as a result of the Security Incident, and not otherwise reimbursed, in an amount up to \$350.

Examples of ordinary losses include out of pocket expenses incurred as a result of the Incident, including (without limitation): (i) costs associated with credit monitoring or identity theft insurance purchased directly by the claimant, provided that the product was purchased primarily as a consequence of the Security Incident; (ii) costs associated with requesting a credit report, provided that the claimant requested the credit report primarily as a consequence of the Security Incident; (iii) costs associated with a credit freeze, provided that the claimant requested the credit freeze primarily as a result of the Security Incident; (iv) costs associated with cancelling a payment or credit card and/or obtaining replacement card, provided that the claimant requested the cancellation or replacement primarily as a result of the Security Incident; (v) costs associated with closing a bank account or opening a new bank account, provided that the claimant requested the closing or opening primarily as a result of the Security Incident; and (vi) postage, long-distance phone charges, express mail expense, and other incidental expenses incurred primarily as a result of the Security Incident.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) voided checks; and (v) receipts. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Extraordinary Losses: You may submit a timely and valid Claim Form for actual documented extraordinary losses that you experienced relating to fraud or identity theft as a result of the Security Incident, and not otherwise reimbursed, in an amount up to \$3,500.

Lost Time: Settlement Class Members who spent time dealing with the Security Incident may receive reimbursement of \$20 per hour up to three (3) hours, for a total not to exceed \$60.

9. What am I giving up if I stay in the Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and others, called the “Released Persons,” about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section 1.19 of the Settlement Agreement describes the Released Claims, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.JAEORClassSettlement.com. For questions regarding the Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How can I make a claim?

You must submit a timely and valid Claim Form as described in Question 8. Your Claim Form must be submitted online at www.JAEORClassSettlement.com by **November 13, 2025**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **November 13, 2025**. Claim Forms are also available on the Settlement Website at www.JAEORClassSettlement.com.

Lesperance v. JAE Oregon, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
www.JAEORClassSettlement.com

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Lesperance v. JAE Oregon, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
JAEORClassSettlement@cptgroup.com

13. When will I receive my Cash Payment and Credit Monitor Services?

If you file a timely and valid Claim Form, the Cash Payments and Credit Monitoring Services will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.JAEORClassSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Nathan R. Ring and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Lynn A. Toops of CohenMalad, LLP, and Samuel Strauss and Raina Borrelli of Strauss Borrelli PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. The address to contact J. Gerard Stranch, IV is Stranch, Jennings & Garvey, PLLC, 223 Rosa L. Parks Avenue, Suite 200, Nashville, TN 37203. The address to contact Lynn A Toops is CohenMalad LLP, One Indiana Square, Suite 1400, Indianapolis, IN 46204. The address to contact Samuel Strauss and Raina Borrelli of Strauss Borrelli PLLC is 980 N Michigan Avenue, Suite 1610, Chicago, IL 60611.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees and costs. Class Counsel will also ask the Court to approve a Service Award for Plaintiff and proposed Class Representatives for efforts in achieving the Settlement. Any award of attorneys' fees and costs, and Service Award, shall be paid separately by Defendant.

Class Counsel's motion for attorneys' fees and costs and the Service Award will be made available on the Settlement Website at www.JAEORClassSettlement.com.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to individually sue or continue to sue the Released Persons on your own for the legal claims in this lawsuit or claims released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

17. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address;
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class.”
- 4) A statement that you acknowledge that you may not proceed with any claim or recovery in the lawsuit.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **October 14, 2025**:

Lesperance v. JAE Oregon, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You cannot opt out (exclude yourself) by telephone or by email. You cannot both opt out and object and will be deemed to have opted out if you submit both an opt out and objection.

18. What happens if I opt out?

If you timely opt-out, you will not be entitled to receive a Cash Payment or Credit Monitoring Services, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get the settlement benefits if you stay in the Settlement Class and submit a timely and valid Claim Form.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you timely opt out, you give up any right to individually sue any of the Released Persons for the legal claims this Settlement resolves and releases relating to the Incident. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Persons. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I object to the Settlement?

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **October 14, 2025**, and sent by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **October 14, 2025**, stating you object to the Settlement in *Ralph Lesperance, individually, and on behalf of all others similarly situated v. JAE Oregon, Inc.*, Case No. 24CV06959.

To file an objection, you cannot exclude yourself from the Settlement Class. Your written objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) A statement that you are a member of the Settlement Class;
- 3) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or to any lawyer representing you;
- 4) The identity of any lawyers representing you in connection with the objection;
- 5) A statement indicating whether you intend to appear or testify at the Final Approval Hearing, and setting forth the identity of any counsel who will appear at the Final Approval Hearing on your behalf;
- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- 7) A list, by case name, court, and docket number, of all other cases in which you, either directly or through counsel, have filed an objection to any proposed class settlement in the last three years; and
- 8) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be filed with the Court in person at the Courthouse or by mail to Class Counsel, Defendant's Counsel and the Settlement Administrator by **October 14, 2025**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
<p>Clerk Circuit Court of Washington County</p> <p>Washington County Circuit Court Washington County Courthouse 150 N 1st Avenue MS37 Hillsboro, OR 97124</p> <p>https://www.courts.oregon.gov/courts/washington/pages/default.aspx</p>	<p>J. Gerard Stranch, IV Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203</p> <p>Lynn A. Toops CohenMalad LLP, One Indiana Square, Suite 1400 Indianapolis, IN 46204</p> <p>Samuel Strauss Raina Borrelli Strauss Borrelli PLLC 980 N Michigan Avenue, Suite 1610 Chicago, IL 60611</p>	<p>Elizabeth H. White K&L Gates LLP One SW Columbia Street, Suite 1900 Portland, OR 97204</p> <p>Michael J. Stortz K&L Gates LLP 4 Embarcadero Center, Suite 1200 San Francisco, CA 94111</p>	<p>CPT Group, Inc. 50 Corporate Park Irvine, CA 92606</p>

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

21. What is the difference between objecting and opting out?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **March 30, 2026, at 1:00 p.m.**, before the Honorable Erik M. Bucher at the Washington County Courthouse, 145 NE Second Avenue, Courtroom 304C, Hillsboro, OR 97124. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for the attorneys' fees and costs, and the Service Awards to the Class Representatives.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement

Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.JAEORClassSettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement as to whether you and your counsel will appear at the Final Approval Hearing.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any settlement benefits, and you will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Persons about the legal issues in this lawsuit that are released by the Settlement relating to the Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.JAEORClassSettlement.com. You may get additional information at www.JAEORClassSettlement.com, by calling 1-888-405-4304, or by writing to:

Lesperance v. JAE Oregon, Inc.
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www.JAEORClassSettlement.com
JAEORClassSettlement@cptgroup.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE
COURT CLERK’S OFFICE REGARDING THIS NOTICE.**