

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”), dated as of July 8, 2025, is made by and among the following parties: (i) Ralph Lesperance (“Representative Plaintiff”), individually and on behalf of the Class, by and through 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, (“Class Counsel”); and (ii) JAE Oregon, Inc. (“JAE Oregon”), by and through its counsel of record Elizabeth H. White and Michael J. Stortz of K&L Gates LLP.

### **RECITALS**

A. On or about February 7, 2024, the Representative Plaintiff filed a Class Action Complaint in the Circuit Court for the State of Oregon for Washington County styled *Ralph Lesperance, individually, and on behalf of all other similarly situated v. JAE Oregon, Inc.*, Case No. 24CV06959 (the “Action”), in which they allege individually, and on behalf of the Class, that they suffered damages in connection with a data breach (the “Security Incident”) that was announced by JAE Oregon in November 2023.

B. JAE Oregon denies all allegations of any wrongdoing whatsoever made by Plaintiff in the Action, and specifically disputes that it is liable in any way for the Security Incident and further denies that the Representative Plaintiff and putative class members are entitled to any relief from it. Nonetheless, given the risks, uncertainties, burden and expense of continued litigation, JAE Oregon has agreed to settle the Action on the terms set forth in this Agreement, subject to court approval.

C. This Agreement resulted from good faith, arm’s length settlement negotiations that took place primarily via email and telephone.

D. Class Counsel represent that they examined the relevant law and facts to assess the merits of the claims to be resolved in this litigation, and how to best serve the interests of the putative class in the Action. Based upon this examination, and the negotiations discussed above, Class Counsel have concluded, taking into account the contested issues involved, the risks, uncertainty and cost of additional litigation, and the benefits to be received by the Settlement Class under this Agreement, that a settlement with JAE Oregon on the terms and conditions set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class.

E. The Parties understand and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of this Agreement, and is not an admission of wrongdoing or liability on the part of any of the Parties.

F. The Parties agree that the Settlement Class may be certified for settlement purposes only and that any motion for preliminary approval seeking, *inter alia*, certification of the class is for purposes of settlement only. If, for any reason, the settlement contemplated in this Agreement is not approved, the certification will have no force or effect and will immediately and automatically be revoked. The Parties further agree that certification for purposes of settlement is in no way an admission that class certification is proper under Rule 32 of the Oregon Rules of Civil Procedure, or any other potentially applicable statute or rule. This Agreement shall not prejudice JAE Oregon's right to seek dismissal of the Action, oppose class certification in the Action or in any other action or proceeding, in the event that this Agreement is not approved by the Court in full.

G. The settlement contemplated by this Agreement is subject to preliminary and final approval by the Court, as set forth herein. This Agreement is intended by the Parties to fully,

finally, and forever resolve, discharge, and settle all claims and causes of action asserted against, or that could have been asserted against, JAE Oregon and the other Released Persons arising out of the events at issue in the Action or arising out of or relating to the Security Incident, by and on behalf of the Representative Plaintiff and the Settlement Class Members.

## **1. DEFINITIONS**

As used in this Agreement, the following capitalized terms have the meanings specified below:

1.1 “Approved Claim” means a Settlement Claim approved by the Claims Administrator pursuant to Section 3.4 of this Agreement.

1.2 “Claims Administration” means the process of notifying Class Members of the Settlement and the processing of Claim Forms received from Settlement Class Members and the processing of Approved Claims by, or as directed by, the Claims Administrator.

1.3 “Claims Administrator” means CPT Group, Inc., which is experienced in formulating and effectuating notice programs and administering class action claims, including claims similar to those at issue here.

1.4 “Claims Deadline” means the deadline by which Class Members must submit any Settlement Claims.

1.5 “Claim Form” shall mean the claim form substantially in the form attached as Exhibit 1, or a claim form approved by the Court that is substantially similar to Exhibit 1.

1.6 “Class” means all persons to whom JAE Oregon sent a notification letter regarding the Security Incident.

1.7 “Class Counsel” means 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.

1.8 “Class Member” and “Class Members” means all persons who fall within the definition of the Class.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in Section 11.1 have occurred and been met.

1.10 “Final Approval Order” means an order finally approving the Settlement Agreement in the form of, or materially similar to, the form of the proposed Final Approval Order attached as Exhibit 5.

1.11 “Identity Theft” means the fraudulent acquisition and use of a person’s personally identifiable information for financial gain.

1.12 “Long Notice” means the long form notice that shall be uploaded to the Settlement Website in materially the same form as that in Exhibit 3, unless otherwise ordered by the Court. The Long Notice must conspicuously inform Class Members of the procedures for opting out or objecting to the Settlement.

1.13 “Judgment” means a final order and judgment rendered by the Court that, among other things, finally approves the Settlement Agreement and is consistent with Sections 5.2 and 11.1(c) and (d) and is in the form of, or materially similar to, the form of the proposed Final Approval Order and General Judgment attached as Exhibit 5.

1.14 “Notice Program” shall mean the process set forth in Section 5 of this Agreement.

1.15 “Parties” means, collectively, JAE Oregon and Representative Plaintiff (individually and on behalf of the Class).

1.16 “PII” means personally identifiable information.

1.17 “Preliminary Approval Order” means an order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Class, in the form of, or materially similar to, the form of proposed Preliminary Approval Order attached as Exhibit 4.

1.18 “Released Persons” means JAE Oregon, Inc., and its current and former parent companies, subsidiaries, affiliated individuals and entities, divisions, legal successors, predecessors, assigns, and joint venturers, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, investors, funds, indemnitees, insurers, and reinsurers, past, present, and future, and all persons acting under or in concert with any of them.

1.19 “Released Claims” shall mean any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of any Class Member that: (a) relate to, are based on, concern, or arise out of any allegation that JAE Oregon or any of the other Released Persons has any liability for the Security Incident; or (b) were asserted or could have been asserted (whether individually or on a class-wide basis) in the Action, including without limitation, any claims alleging negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation, unjust enrichment, bailment, wantonness, and/or failure to provide adequate notice pursuant to any breach notification statute or common law duty, and any federal, state, or local statutory or regulatory claims,

including, but not limited to, consumer protection laws and unfair and deceptive trade practice acts or other common laws or statutes of all fifty states or of the United States, and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that any Class Member has, has asserted, could have asserted, or could assert against any of the Released Persons based on, relating to, concerning, or arising out of the Security Incident (including but not limited to the theft of or compromise of Personal Information) or the allegations, facts or Circumstances at issue in the Action, including, without limitation, Unknown Claims. The Released Claims shall not include any Class Member's right to enforce this Agreement.

1.20 "Representative Plaintiff" means Ralph Lesperance, on his own behalf and on behalf of the Class.

1.21 "Security Incident" means the cybersecurity incident referenced in JAE Oregon's notification letter to Representative Plaintiff and Class Members.

1.22 "Settlement Agreement" or "Agreement" means this agreement.

1.23 "Settlement Claim" means a claim or request by means of a Claims Form for any of the Settlement Benefits.

1.24 "Settlement Class" means all Class Members except: (i) those who timely and validly request to opt out of the Settlement Class pursuant to Section 6; and (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Security Incident or who pleads *nolo contendere* to any such charge.

1.25 “Settlement Class Member” and “Settlement Class Members” means all persons who fall within the definition of the Settlement Class.

1.26 “Short Notice” means the short form notice to be provided by the Claims Administrator to all Class Members in materially the same form as that in Exhibit 2, unless otherwise ordered by the Court.

1.27 “Unknown Claims” means any of the Released Claims that any Class Member, including the Representative Plaintiff, does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her decision not to object to this Settlement Agreement and/or to participate in the Settlement Class. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542 to the extent applicable, and also any and all provisions, rights, and benefits conferred by any law of any state, province or territory of the United States, which are similar, comparable, or equivalent to California Civil Code § 1542, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Class Members, including Representative Plaintiff, and any of them, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims,

including Unknown Claims. The Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of this Settlement Agreement.

## **2. SETTLEMENT BENEFITS**

2.1 Class Members may submit claims to be reimbursed for documented, actual out-of-pocket expenses that were incurred as a result of the Security Incident, which have not otherwise been reimbursed, including: (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. The maximum payment for reimbursement under this subsection shall not exceed \$350 per person.

2.2 Class Members may seek reimbursement for lost time spent dealing with the Security Incident up to three hours at twenty dollars (\$20) per hour. Class Members seeking reimbursement for lost time must self-certify that the time was spent responding to the Security Incident. The maximum payment for reimbursement under this subsection shall not exceed \$60 per person.



2.3 Class Members may seek reimbursement for documented, unreimbursed, and extraordinary losses experienced by the Class Member relating to fraud or identity theft as a result of the Security Incident, in an amount up to, but not exceeding, \$3,500. The maximum payment for reimbursement under this subsection shall not exceed \$3,500 per person.

2.4 Class Members may enroll in three years of credit monitoring services from all three major credit bureaus, which shall include at least \$1,000,000 in identity theft insurance.

2.5 Class Members seeking any benefit under this Agreement must timely complete and submit a written Claim Form to the Claim Administrator, postmarked, or submitted electronically in accordance with the requirements for electronic submission of a Claim Form on or before the Claims Deadline.

A. Claim Forms submitted after the Claims Deadline are not timely and shall be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order. The Parties propose a Claims Deadline that is the 90th day after the commencement of the Notice Program.

B. The Claim Form must be verified by the Class Member with a statement that he or she qualifies as a Class Member and that his or her Settlement Claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. The Claim Form may be completed electronically in accordance with the requirements for electronic submission of a Claim Form. Documentation, where required, may be submitted electronically in accordance with the procedures for electronic Claim Form submission and failure to provide such supporting documentation as is requested on the Claim Form shall result in denial of the Settlement Claim in question with respect to any remedy requiring such documentation.

C. Without limiting any other requirement, condition or procedure set forth herein, any Settlement Claim must satisfy the following criteria as applicable:

(i) For any Settlement Claim seeking reimbursement of out-of-pocket expenses under Sections 2.1 or 2.3 above, the Class Member seeking reimbursement must submit with the Claim Form documentation that reasonably establishes the amount of the expenses incurred and the fact that the expenses were incurred as a result of the Security Incident. Valid documentation includes receipts, credit card statements, voided checks, and bank statements, or the like.

### **3. CLAIMS PROCESS**

3.1 A Settlement Claim shall be deemed an Approved Claim only if and only to the extent that the Settlement Claim and Claim Form in question meet all the requirements of Section 2 that are applicable to such Settlement Claim and Claim Form. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether and, if so, to what extent a Settlement Claim is to be deemed an Approved Claim.

3.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation or information to determine whether and, if so, to what extent the Settlement Claim included in such Claim Form shall be deemed an Approved Claim, the Claims Administrator shall request additional information (“Claim Supplementation”) and give the claimant thirty (30) days to provide the requested Claim Supplementation before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days after the Claims Deadline. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (*e.g.*, serious illness, military service, out of the country, lack of cooperation from third parties in possession of required information, and the like) the Claims Administrator shall provide, a reasonable extension of the

30-day deadline in which to comply; however, in no event shall the deadline be extended to later than 180 days from the initial Claims Deadline.

3.3 Prior to determining whether any Settlement Claim is or is not to be deemed an Approved Claim, the Claim Administrator shall offer JAE Oregon and Class Counsel a reasonable period of not less than 21 days to review and comment on any or all Settlement Claims and Claim Forms and provide such relevant information as they deem appropriate to the Claims Administrator.

3.4 Class Members must submit claims within ninety (90) days of the Notice Commencement Date. Claims submitted via U.S. Mail must be postmarked by the same date.

3.5 Following the expiration of the Claims Deadline and all deadlines applicable to requests for Claim Supplementation, the Claims Administrator shall within 45 days (which shall be the Determination Date) determine whether and if so to what extent each Settlement Claim should be deemed an Approved Claim.

3.6 The Claims Administrator shall provide periodic updates to JAE Oregon and Class Counsel regarding Claim Form Submissions, beginning within thirty days after commencement of the Notice Program and continuing every 15 days thereafter. Within 15 days of the Determination Date, the Claims Administrator shall deliver a detailed report (the “Calculation Report”) to JAE Oregon and Class Counsel setting out the Claims Administrator’s determinations of the following:

A. for those Approved Claims as to which the claimant is entitled to reimbursement for out-of-pocket expenses under Section 2.1,

(i) the amount of such reimbursement to be made on each such Approved Claim, and

(ii) the aggregate amount of such reimbursements on all such Approved Claims;

B. for those Approved Claims as to which the claimant is entitled to compensation for time spent under Section 2.2,

(i) the amount of such compensation for time spent to be compensated on account of each Approved Claim, and

(ii) the aggregate amount of such compensation on all such Approved Claims;

C. for those Approved Claims as to which the claimant is entitled to reimbursement for out-of-pocket expenses under Section 2.3,

(i) the amount of such reimbursement to be made on account of each Approved Claim, and

(ii) the aggregate amount of such reimbursements on all such Approved Claims; and

D. for those Approved Claims as to which the claimant is entitled to enrollment in credit monitoring services under Section 2.4,

(i) the identity of each claimant submitting an Approved Claim requesting such enrollment, and

(ii) the aggregate amount of total enrollments on account of all such Approved Claims.

E. Furthermore, the Claims Administrator shall contemporaneously with the Calculation Report provide JAE Oregon with copies of Claim Forms and any supporting

documentation or Claim Supplementation related to all Approved Claims, to the extent not previously provided.

F. Additionally, the Claims Administrator shall contemporaneously with the Calculation Report, notify each claimant who has submitted a Settlement Claim that has been denied or has been allowed as an Approved Claim but for less than the amount requested, with a notice describing the disposition of that claimant's Settlement Claim.

3.7 Within thirty (30) after the Effective Date, JAE Oregon shall remit to the Claims Administrator an amount sufficient to pay any Approved Claims as of the Effective Date. Payments of Approved Claims shall be paid to the Settlement Class Member asserting such claim by the Claims Administrator within sixty (60) days of its receipt of JAE Oregon's payment, to the extent the funds remitted are sufficient to pay all such Approved Claims.

#### **4. PRELIMINARY AND FINAL APPROVAL**

4.1 As soon as practicable after execution of this Settlement Agreement, Class Counsel shall file a motion with the court for preliminary approval of the Settlement Agreement, requesting entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit 4, requesting:

- (a) Certification of the Class for settlement purposes only;
- (b) Preliminary approval of this Settlement Agreement;
- (c) Appointment of 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.
- (d) Appointment of Plaintiff as the Representative Plaintiff.
- (e) Approval of the Notice Program described in Section 5;
- (f) Appointment of the Claims Administrator.

(g) A deadline for the submission of objections to the Settlement Agreement;

(h) A deadline for the submission of any written notice by a Class Member to opt out of the Settlement Agreement as provided for in section 6 below;

(i) A hearing date for a motion for final approval at least 120 days after entry of the Court's order granting preliminary approval; and

(j) Approval of a Claim Form and notice exhibits substantially similar to that attached hereto as Exhibits 1 through 3.

4.2 Upon the expiration of the time provided for in the Preliminary Approval Order for objections to the Settlement Agreement but at least fourteen (14) days before the Final Approval Hearing, Class Counsel shall file a motion for final approval of the Settlement Agreement. The proposed Final Approval Order and General Judgment that shall be filed with a motion for final approval shall be in form substantially similar to the form attached hereto as Exhibit 5, and shall;

(a) Determine that the Settlement Agreement is fair, adequate, and reasonable;

(b) Finally certify the Settlement Class, for settlement purposes only;

(c) Determine that the Notice Program satisfies due process requirements;

(d) Dismiss all claims in the Action with prejudice;

(e) Release and forever discharge JAE Oregon and the other Released Persons from the Released Claims; and

(f) Bar and enjoin the Settlement Class Members from asserting any of the Released Claims.

## **5. NOTICE PROGRAM**

5.1 Class List: Within ten (10) days of entry of an order granting preliminary approval, JAE Oregon shall provide a list of all Class Members to the Claims Administrator, including each Class Member's name, last known mailing address, and, if known, last known phone number. The Claims Administrator shall then run a deduplication process to ensure that the class list contains no duplicate individuals and then inform Class Counsel and Defendant's counsel of the final number of Class Members.

5.2 Notice Commencement Date: Within thirty (30) days of an order granting preliminary approval, the Claims Administrator shall provide notice to the Class by mailing the Short Notice attached hereto as Exhibit 2 and the Claim Form attached hereto as Exhibit 1 to all Class Members via U.S. Mail. Once the Court grants preliminary approval, the Short Notice and Claim Form approved by the Court shall not change in any material way.

A. Before Sending Notice under Section 5.2, the Claims Administrator shall ensure it has updated mailing addresses using the National Change of Address database maintained by the U.S. Postal Service. If Notice is nevertheless returned as undeliverable, then the Claims Administrator shall perform reasonable address traces—either by using a skip trace or a reverse lookup using the Class Member's phone number—for that Class Member and then re-mail to any updated address within thirty (30) days. To ensure that all Class Members have sufficient time to submit claims, the Claims Administrator may accept late claims for any Class Member to which notice is re-mailed equal to the delay caused under this Section.

5.3 Notice Completion Date: Within forty-five (45) days of an order granting preliminary approval, the Claims Administrator shall complete the process of sending Short Notices to all Class Members.

5.4 Settlement Website: No later than the Notice Commencement Date, the Claims Administrator shall publish a Settlement Website that will (1) inform the public and Class Members of the Settlement; (2) include all important dates and information, including the date, time, and location of the final approval hearing; (3) include all important documents, including the operative complaint, this Settlement Agreement, the motions for final approval and for fees and expenses, and the Court's order granting preliminary approval; (4) include the Long Notice, which shall inform Class Members of how to opt out or object; and (5) inform Class Members of the answers to frequently asked questions, including what benefits are made available by the Settlement and how to object or opt out. The Settlement Website must also provide Class Members with a simple way to complete and submit an electronic Claim Form that follows the substance of the paper Claim Form attached hereto as Exhibit 1.

5.5 Toll-Free Help Line: Before the Notice Commencement Date, the Claims Administrator shall establish a 24/7 help line that provides Settlement Class Members with the answers to frequently asked questions and provides an easy way for them to connect to live operators to answer any additional questions, including whether they are a Settlement Class Member and what their Class Member ID is.

5.6 Dispute Resolution: The Claims Administrator shall be responsible for determining the validity of all claims. The Claims Administrator shall have thirty (30) days to approve or reject any claim based on the requirements set forth in this Settlement Agreement. Notwithstanding the Claims Administrators' ultimate responsibility, the Claims Administrator



may seek opinions from Defendant's counsel and Class Counsel. If a rejected claim can be reasonably cured, the Claims Administrator shall send a notice of deficiency letter to the Class Member who submitted a rejected claim and allow the Class Member thirty (30) days to cure. If the Claims Administrator determines that the claim cannot be cured, then the Claims Administrator shall send a rejection letter to the Class Member explaining the basis for the determination. The Claims Administrator's decision shall be final and binding.

## **6. OPT-OUT PROCEDURES**

6.1 Each Class Member wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator.

6.2 The written opt-out notice must include the individual's name and address, a statement that he or she wants to be excluded from the Settlement Class, and the individual's signature. To be effective, the written opt-out notice must clearly manifest a person's intent to be excluded from the Settlement Class and acknowledge that, although the person may proceed individually with a claim, he or she or they may not do so as a part of a class action. Class Members cannot both object to and opt out of the Settlement. Thus, if a Class Member purports to both object and opt out, the Claims Administrator will treat the Class Member as having selected to opt out.

6.3 To be valid, a request to opt out of the Settlement must be postmarked no later than sixty (60) days after the Notice Commencement Date.

6.4 No later than fourteen (14) days after the Claims Deadline, the Claims Administrator shall provide the Parties with copies of completed written opt-out notifications and a final list of all Class Members who have timely and validly opted out of the Settlement Class.

Prior to the final approval hearing, Class Counsel shall file with the Court a list of the names of persons who have timely and validly opted out of the Settlement Class.

6.5 All Class Members who submit valid and timely notices of their intent to be opt out of the Settlement Class shall not receive any reimbursement, compensation, or other benefits under, or be bound by, the terms of this Settlement Agreement. All persons falling with the definition of a Class Member failing to timely and validly submit written opt-out notices of their intent to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and General Judgment entered thereon.

## **7. OBJECTION PROCEDURES**

7.1 Each Class Member desiring to object to this Settlement Agreement shall submit a timely written notice of his or her objection. Such notice shall state: (a) the objector's full name, current address telephone number, and email address (if any); (b) a statement that he or she is a Class Member; (c) a written statement of all grounds for the objection, accompanied by any supporting materials or analysis that the objector believes applicable; (d) the identity of all counsel representing the objector, if any; (e) a written statement indicating whether he or she intends to appear or testify at the final approval hearing and the identity of all counsel, if any, who will appear at the final approval hearing on behalf of the objector; (f) a list of all persons who will be called to testify at the final approval hearing in support of the objection; (g) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement in the last three years; and (h) the objector's signature and the signature of the objector's duly authorized attorney.

7.2 To be timely, written notice of an objection in the appropriate form must be filed with the Court no later than sixty (60) days after the Notice Commencement Date, and served concurrently therewith upon Class Counsel and defense counsel at the below addresses:

J. Gerard Stranch, IV Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203  Lynn A. Toops CohenMalad LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	Elizabeth H. White K&L Gates LLP One SW Columbia Street, Suite 1900 Portland, OR 97204  Michael J. Stortz K&L Gates LLP 4 Embarcadero Center, Suite 1200 San Francisco, CA 94111
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7.3 Any Class Member who fails to comply with the requirements for objecting set forth in Sections 7.1 and 7.2 above waives and forfeits any and all rights that he or she may have to appear separately or object to this Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

## 8. RELEASES

8.1 Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiff, is hereby deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged all Released Persons from the Released Claims, including Unknown Claims, and further may not then or thereafter institute, maintain, or assert against any of the Released Persons, either directly, indirectly, on their own behalf or on behalf of any class or other person or entity, any action, regulatory action, arbitration, or court or other proceeding of any kind asserting causes of action, claims, damages, equitable, legal or administrative relief, interest, demands, rights, or remedies against the Released Persons (including, without limitation, claims for injunctive relief, declaratory relief, damages, mental anguish, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, disgorgement, or equitable relief against any of the Released Persons), whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, that relate to any of the Released Claims, and the Settlement Class Members by operation of the Judgment shall be permanently

barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in any forum in which any of the Released Claims are asserted.

**9. PROPOSED CLASS COUNSELS' ATTORNEYS' FEES AND SERVICE AWARD TO REPRESENTATIVE PLAINTIFF**

9.1 No later than sixty (60) days after receipt of the Claims Administrator's Calculation Report specified in Section 3, Plaintiff's counsel may move the Court for an order awarding counsel reasonable attorneys' fees, and Plaintiff a service award, pursuant to Oregon Rule of Civil Procedure 32M ("Fees Motion"). Any such motion shall be posted on the Settlement Website within two (2) business days of filing.

9.2 JAE Oregon reserves all rights to oppose any motion filed pursuant to Section 9.1.

9.3 The deadline for Defendant's response to the Fees Motion and for any Class Member to object to the Fees Motion shall be thirty (30) days after filing.

**10. CONDITIONS OF SETTLEMENT, CANCELLATION, OR TERMINATION.**

10.1 The Effective Date shall be the last date on which all of the following events have occurred:

(a) the Court has entered the Preliminary Approval Order with notice of a final approval hearing, as required by Section 4.1;

(b) no petition seeking interlocutory appeal of the Preliminary Approval Order has been filed and granted, or, if any such petition has been filed and granted, the Preliminary Approval Order has been upheld without any material modification of the terms of this Agreement;

(c) the Court has entered the Final Approval Order and General Judgment granting final approval to the Settlement Agreement (among other things) as set forth herein; and

(d) The time to appeal has expired and no appeal has been taken after the Judgment's entry and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, obtain reconsideration of, or in any way alter the Judgment or to toll or extend the time for appeal of the Judgment; or (ii) all appeals, requests for reconsideration or rehearing, or other forms of review and potential review of the Judgment are exhausted, and the Judgment is upheld without any material modification of the terms of this Agreement.

10.2 The Parties agree, for purposes of this settlement only, to the certification of the Class and the Settlement Class. If the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated and/or cancelled in accordance with its terms (including without limitation in accordance with Sections 11.2 or 11.4), then (a) the Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue), and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. The Parties' agreement to the certification of the Class and the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

10.3 The Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends or changes, or declines

to preliminarily approve or finally approve the Settlement Agreement; (ii) an appellate court reverses the Preliminary Approval Order and/or the Final Approval Order and General Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Approval Order and General Judgment, the Final Approval Order and General Judgment, or the Settlement Agreement.

10.4 Notwithstanding any provision of this Settlement Agreement to the contrary, including but not limited to Section 11.4, and for the avoidance of any doubt, the finality or effectiveness of the Settlement Agreement shall not depend upon the Court awarding any particular amount of attorneys' fees, costs, expenses, or service awards. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs and expenses, and/or service awards ordered by the Court to Class Counsel or the Representative Plaintiff shall affect whether the Judgment is final or constitute grounds for cancellation and/or termination of this Settlement Agreement.

## **11. MISCELLANEOUS PROVISIONS.**

11.1 The Parties, their successors and assigns, and their attorneys (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to use reasonable efforts to cooperate with one another in seeking Court approval of this Settlement Agreement; (iii) agree to cooperate in the Claims Administration process and implementation of the Settlement Agreement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration and implementation of the Settlement Agreement; and (iv) agree to the extent reasonably necessary to effectuate and implement all terms and conditions of

this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2 The Representative Plaintiff and Class Counsel agree that they will not disparage JAE Oregon or any of the other Released Persons in any manner potentially harmful to them or their business, business reputation, or personal reputation. This agreement not to disparage includes, but is not limited to, publishing disparaging statements related to the subject of this action (whether anonymously or for ascription) on the web, in blogs, in chat rooms, in emails, or in any other electronic means of transmitting information. Notwithstanding the above, it is expressly agreed that nothing herein restricts Class Counsel from meeting any ethical obligation in communicating with Class Members or Settlement Class Members who contact Class Counsel.

11.3 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Action. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, it shall be deemed a negotiation for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever in the Action or any other proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Persons. The Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties each agree that the Settlement Agreement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. Nothing in this Agreement may constitute, may be construed as, or may be used as an

admission by JAE Oregon of any fault, wrongdoing, or liability whatsoever or that class certification is appropriate. JAE Oregon continues to affirmatively deny all liability and all of the claims, contentions, Released Claims, and each and every allegation made by the Representative Plaintiff in the Action.

11.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. The Parties agree that nonmaterial amendments or modifications to this Settlement Agreement may be made in writing after entry of the Preliminary Approval Order without the need to seek the Court's approval. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement or the Preliminary Approval Order.

11.5 If the Court indicates, prior to entry of the Preliminary Approval Order or the Final Approval Order and General Judgment, that the Settlement Agreement will not be approved unless certain changes are made, the Parties will attempt in good faith to reach an agreement as to any such changes prior to withdrawing from this Settlement Agreement. However, if no such agreement can be reached within thirty (30) days after the Court indicates that the Settlement Agreement will not be approved unless certain changes are made, then the Representative Plaintiff or JAE Oregon may terminate and withdraw from this Agreement. If this Settlement Agreement is terminated under such circumstances, the Representative Plaintiff and JAE Oregon shall be deemed to be in the same positions as existed prior to its execution, with the same *status quo ante* rights and interests as they may have had absent the entry by JAE Oregon and the Representative Plaintiff into this Settlement Agreement and any and all other



understandings and agreements between the Parties and their respective counsel relating to the Settlement Agreement shall be deemed to be null and void and of no force and effect.

11.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Parties with respect to the matters discussed herein and supersedes all prior or contemporaneous oral or written understandings, negotiations, agreements, statements, or promises. In executing this Agreement, the Parties acknowledge that they have not relied upon any oral or written representations, warranties, understandings, negotiations, agreements, statements, promises, or inducements concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in this Agreement. The Parties also acknowledge and agree that each has been represented by its own counsel with respect to the negotiating and drafting of this Settlement Agreement. Except as otherwise provided herein, each party shall bear its own costs. All exhibits to this Agreement as set forth herein are integrated herein and are to be considered terms of this Agreement as if fully set forth herein. To the extent that there are any inconsistencies between the Settlement Agreement and its exhibits, the terms of the Settlement Agreement control.

11.7 Class Counsel, on behalf of the Class, is expressly authorized by Representative Plaintiff to take all appropriate actions required or permitted to be taken by the Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Class.

11.8 Each counsel or other person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that (s)he has the authority to execute this Settlement

Agreement and thereby bind the respective Party. The Representative Plaintiff warrants and represent that he is the sole and lawful owner of all rights, title, and interest in and to all of his Released Claims and that (s)he has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity any of his or her Released Claims or any part or portion thereof.

11.9 Any failure by any Party to insist upon the strict performance by any other Party of any provision of this Settlement Agreement shall not be deemed a waiver of any provision of this Settlement Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement.

11.10 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

11.11 The Settlement Agreement shall be binding upon, and inure to the benefit of, the respective current and future heirs, legal representatives, executors, administrators, successors and assigns of the Parties hereto.

11.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Oregon, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in

accordance with, and governed by, the internal, substantive laws of the State of Oregon without giving effect to choice of law principles.

11.14 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

11.15 All dollar amounts are in United States dollars.

11.16 Depositing or cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive payment for any Approved Claim. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 120 days after the issuance to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of such Settlement Benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, JAE Oregon shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any re-issued check.

11.17 Actual enrollment for credit monitoring services using the enrollment code distributed to Settlement Class Members on Approved Claims for identity theft services is a condition precedent to any Settlement Class Member’s right to new enrollment in credit monitoring services for any Approved Claim under Section 2.3. All enrollment codes for Approved Claims for identity theft services shall be valid for 90 days from the date of distribution to the Settlement Class Member, following which, if the Settlement Class Member has failed to so enroll within this period, the Settlement Class Member’s right to so enroll at no cost shall be extinguished, and JAE Oregon shall have no obligation to the Settlement Class Member for any benefit under Section 2.3.

11.18 The Parties and their counsel agree to keep the contents of this Settlement Agreement confidential until the motion for entry of the Preliminary Approval Order is filed; provided, however, that this Paragraph shall not prevent the disclosure of such information prior to the filing of such motion to (1) regulators, rating agencies, independent accountants, advisors, financial analysts, agents, existing or potential insurers or reinsurers, Representative Plaintiff, Class Members requesting information, experts, courts, co-counsel, any existing or potential investor of or any existing or potential lender to any of the Released Persons, the Claims Administrator and/or other service providers retained or under consideration for being retained to provide services in connection with this Settlement Agreement, and/or as otherwise may reasonably be required to effectuate the terms and conditions of this Settlement Agreement, and/or as otherwise required to comply with any applicable law or regulation, (2) any person or entity to whom the Parties agree in writing that disclosure must be made to effectuate the terms of this Agreement, and/or (3) by JAE Oregon or any of the other Released Persons as necessary for any reasonable commercial purpose.

11.19 Any information and documentation provided to Class Counsel, the Claims Administrator, or the Class by JAE Oregon, including discussions and the information exchanged in the course of negotiating this Settlement Agreement, is confidential and cannot be provided to third parties (other than experts or consultants retained by the Class Counsel in connection with the Litigation) or used for any purpose other than effectuating the terms of this Settlement Agreement absent JAE Oregon's prior express written consent obtained in each instance, and such information and documentation may not be publicly disclosed or used by the Representative Plaintiff or Class Counsel in any way in the Litigation should it not settle or in any other proceeding.

*Signature Page Follows*

**AGREED AND ACCEPTED:**

**Class Counsel**

STRANCH, JENNINGS & GARVEY, PLLC

Signed by:  



7A1DFD1CBE39480...  
Nathan R. Ring  
J. Gerard Stranch, IV  
Andrew E. Mize

COHENMALAD, LLP

Signed by:  


3CADB4E948684A6...  
Lynn A. Toops

STRAUSS BORRELLI PLLC

DocuSigned by:  


786B84E434474FE...  
Samuel Strauss  
Raina Borrelli

**Representative Plaintiff**

\_\_\_\_\_  
Ralph Lesperance

**Defendant**


JAE Oregon, Inc.

DocuSigned by:  
**Takashi Kosaka**  


E1532F1A1D10457...  
Takashi Kosaka  
President

**Defendant's Counsel**

K&L GATES LLP

Signed by:  


6444F05C57E340C...  
Elizabeth H. White  
Michael J. Stortz

**AGREED AND ACCEPTED:**

**Class Counsel**

STRANCH, JENNINGS & GARVEY, PLLC    COHENMALAD, LLP

---

Nathan R. Ring  
J. Gerard Stranch, IV  
Andrew E. Mize

---

Lynn A. Toops

STRAUSS BORRELLI PLLC

---

Samuel Strauss  
Raina Borrelli

**Representative Plaintiff**

---

Ralph Lesperance



**Defendant**

JAE Oregon, Inc.

**Defendant's Counsel**

K&L GATES LLP

---

Takashi Kosaka  
President

---

Elizabeth H. White  
Michael J. Stortz

Must be postmarked or submitted online  
NO LATER THAN [DATE]

JAE Oregon, Inc. Security Incident  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
[www.JAEORClassSettlement.com](http://www.JAEORClassSettlement.com)

## Claim Form

### SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your personal information may have been implicated in the JAE Oregon, Inc. security incident (“Incident”) that took place in or about November 2023, and if you did not opt out of the settlement, you may submit a claim.

**The easiest way to submit a claim is online at [www.JAEORClassSettlement.com](http://www.JAEORClassSettlement.com), or you can complete and mail this Claim Form to the mailing address above.**

**You may submit a claim for one of more of these benefits:**

- **Credit Monitoring:** In addition to electing a Cash Payment, you may submit a claim for three (3) years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.
- **Cash Payments:** You can submit a claim for reimbursement for Ordinary Losses, Extraordinary Losses, and/or Lost Time.

**Compensation for Ordinary Losses:** You may be eligible for reimbursement of actual documented expenses that were incurred as a result of the Security Incident, and not otherwise reimbursed, in an amount up to \$350.

**Compensation for Extraordinary Losses:** You may be eligible for reimbursement for actual documented extraordinary losses that you experienced relating to fraud or identity theft as a result of the Security Incident, in an amount up to \$3,500.

**Compensation for Lost Time:** You may be eligible for reimbursement for time spent dealing with the Security Incident at \$20 per hour for up to three (3) hours, for a total not to exceed \$60.

**Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.**

For more information and complete instructions visit [www.JAEORClassSettlement.com](http://www.JAEORClassSettlement.com).

**Settlement benefits will be distributed after the Settlement is approved by the Court and final.**



## Your Information

*This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by mail or emailing [\[Email\]@cptgroup.com](mailto:[Email]@cptgroup.com).*

[illegible][illegible][illegible][illegible]

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[illegible]

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## Credit Monitoring Services

You can receive three years (3) years of free credit monitoring services from all three major credit bureaus including at least \$1,000,000.00 in identity theft protection insurance. You can choose this option even if you also chose a Cash Payment.

Please check below to receive the Credit Monitoring Services benefit.

☐ Receive 3 years of Credit Monitoring Services

### Cash Payment

**1. Documented Ordinary Losses:** If you incurred expenses as a result of the Security Incident, and have not been otherwise reimbursed for those expenses, you can receive reimbursement for up to \$350 total.

**Examples of ordinary losses include:** out of pocket expenses incurred as a result of the Incident; cost associated with credit monitoring or identity theft you purchased as a result of the Security Incident; cost associated with a credit report or credit freeze; costs associated with cancelling a payment or credit card and/or retaining a replacement card, due to the Security Incident; costs associated with closing or opening a bank account due to the Security Incident; and postage, long-distance phone charges, express mail expenses and other incidental expenses incurred due to 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.

To obtain reimbursement under Ordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

**ATTACH DOCUMENTS:** Attach a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

**2. Lost Time:** If you spent time dealing with issues related to the Incident, you may receive reimbursement of \$20 per hour up to three (3) hours, for a total not to exceed \$60.

To obtain reimbursement under Lost Time, round up to the nearest hour and check only one box.

- ☐ 1 Hour
- ☐ 2 Hours
- ☐ 3 Hours

Description of Lost Time spent dealing with issues related to the Incident

**3. Documented Extraordinary Losses:** You can receive reimbursement for actual documented extraordinary losses that you experienced relating to fraud or identity theft, and not otherwise reimbursed, in an amount up to \$3,500.

To obtain reimbursement under Extraordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

**ATTACH DOCUMENTS:** Attach a copy of professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft for each expense (you may redact unrelated transactions).

How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check.

Signature

I affirm that the information supplied in this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

\_\_\_\_\_  
Signature

Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
MM DD YYYY

\_\_\_\_\_  
Print Name

**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 between Plaintiff Ralph Lesperance (“Plaintiff”) and Defendant JAE Oregon, Inc. (“JAE Oregon” or “Defendant”) arising out of a Security Incident announced by Defendant in November 2023. Plaintiff asserts statutory and common law claims arising out of the alleged unauthorized access to Personally Identifiable Information of Settlement Class Members. Defendant denies any wrongdoing or liability.

**Who is Included?** Records show 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.

**What does the Settlement Provide?** As a Settlement Class Member, you must submit a Claim Form online or by mail postmarked by [Date], in order to receive the following Settlement Class Member Benefits:

**Cash Payment:** You may submit a claim for actual, documented out-of-pocket expenses that were incurred as a 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 must provide supporting documentation showing that you spent money or incurred losses as a result of the Security Incident. 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.

**Credit Monitoring:** In addition to a 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.

You can submit a claim using the attached claim form, or online at [www.JAEORClassSettlement.com](http://www.JAEORClassSettlement.com). Use your CPT ID <<ID>> and Passcode <<Passcode>> to access your online claim form.

**Other Options.** If you do not want to be bound by the Settlement, you must opt out by [Date]. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties from the legal issues in this lawsuit. If you do not opt out, you may object to the Settlement by [Date]. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement, any judgments, and orders. The Court will hold a Final Approval Hearing on [Date], to consider whether to approve the Settlement, and any requested Service Award or award of attorney’s fees and costs to Class Counsel, and objections thereto. You or your own attorney may attend and ask to appear at the hearing but are not required to do so.

**This notice is a summary. Learn more about the Settlement at [www.JAEORClassSettlement.com](http://www.JAEORClassSettlement.com), or by calling toll free [Toll-free number].**

# 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
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment and/or credit monitoring.	Online or Postmarked by <b>[Date]</b>
<b>EXCLUDE YOURSELF BY OPTING OUT</b>	Get no payment. Keep your right to file your own individual lawsuit against Defendant for the same claims resolved by this Settlement.	Postmarked by <b>[Date]</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	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 <b>[Date]</b> about the fairness of the Settlement, with or without your own attorney.	Received by <b>[Date]</b>
<b>DO NOTHING</b>	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 Unfair and Deceptive Trade Practices Act, claims for breach of implied contract, unjust enrichment, negligence, and negligence per se.

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](http://www.JAEORClassSettlement.com) or call the Settlement Administrator's toll-free number at [Toll-free number].

## 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 produce 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](http://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](http://www.JAEORClassSettlement.com) by **[Date]** or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by [Date]**. Claim Forms are also available on the Settlement Website at [www.JAEORClassSettlement.com](http://www.JAEORClassSettlement.com) by **[Date]**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by [Date]** or by calling **[Toll-free number]** or by or by writing to:

*JAE Oregon, Inc. Security Incident*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
**[Email]**@cptgroup.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:

*JAE Oregon, Inc. Security Incident*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
**[Email]**@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](http://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](http://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 **[Date]**:

*JAЕ Oregon, Inc. Security Incident*  
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 **[Date]**, 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 **[Date]** stating you object to the Settlement in *Ralph Lesperance, individually, and on behalf of all others similarly situated v. JAЕ 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 **[Date]**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Circuit Court of Washington County  145 NE Second Avenue, <b>Room</b> Hillsboro, OR 97124	J. Gerard Stranch, IV Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203  Lynn A Toops CohenMalad LLP, One Indiana Square, Suite 1400 Indianapolis, IN 46204  Samuel Strauss Raina Borrelli Strauss Borrelli PLLC 980 N Michigan Avenue, Suite 1610 Chicago, IL 60611	Elizabeth H. White K&L Gates LLP One SW Columbia Street, Suite 1900 Portland, OR 97204  Michael J. Stortz K&L Gates LLP 4 Embarcadero Center, Suite 1200 San Francisco, CA 94111	CPT Group, Inc. 50 Corporate Park Irvine, CA 9260

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 **[Date/Time]** 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](http://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](http://www.JAEORClassSettlement.com). You may get additional information at [www.JAEORClassSettlement.com](http://www.JAEORClassSettlement.com), by calling [Toll-free number], or by writing to:

*JAE Oregon, Inc. SecurityIncident*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
[Email]@cptgroup.com

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

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3 IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
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5 FOR THE COUNTY OF WASHINGTON

6 RALPH LESPERANCE, individually, and on  
behalf of all others similarly situated,

7 Plaintiff,

8 v.  
9

10 JAE OREGON, INC.

11 Defendant.

Case No. 24CV06959

**ORDER PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT  
AGREEMENT AND GENERAL  
JUDGMENT (without Money  
Award)**

**MOTIONS JUDGE: Judge Erik Buchér**

12 Class Counsel has filed with the Court a Motion for Preliminary Approval of the Class  
13 Action Settlement, seeking an Order preliminarily approving the proposed Settlement (the  
14 “Settlement”) and ordering notice pursuant to the Notice Plan, in accordance with the Settlement  
15 Agreement (the “Agreement”) entered into by the parties on July 8, 2025.

16 Based on the consent of the parties, and after review and consideration of the Motion, the  
17 Agreement, and the exhibits attached thereto, and the related submissions,

18 IT IS HEREBY ORDERED that:

19 1. The Court, for purposes of this Preliminary Approval and Notice Order, adopts all  
20 defined terms set forth in the Agreement, and incorporates them herein by reference as if fully set  
21 forth herein and having the full force and effect of an Order of this Court.

22 2. The Court preliminarily approves the Settlement as embodied by the Agreement,  
23 subject to further consideration at the Final Approval Hearing described below. The Court finds  
24 that the requirements of ORCP 32 are satisfied with respect to the “Settlement Class Members”  
25 (as defined in Paragraph 3 of this Order and the Agreement) and finds that the Agreement provides  
26

1 substantial relief to the Settlement Class without the risk, cost, or delay associated with continued  
2 litigation.

3 3. The Court hereby certifies the following Settlement Class for this action:

4 All persons to whom JAE Oregon sent a notification letter regarding a data breach  
5 (the “Security Incident”) that was announced by JAE Oregon in November 2023.

6 The Settlement Class is certified solely for purposes of the settlement; in the event the settlement  
7 is not completed, the parties shall be returned to their pre-settlement positions.

8 4. For purposes of the settlement, the Court appoints Nathan R. Ring and J. Gerard  
9 Stranch, IV of Stranch, Jennings & Garvey, PLLC, Lynn A. Toops of CohenMalad, LLP, and  
10 Samuel Strauss and Raina Borrelli of Strauss Borrelli PLLC as Class Counsel.

11 5. For purposes of the settlement, the Court approves and appoints Ralph Lesperance  
12 as Representative Plaintiff to act on behalf of the Settlement Class.

13 6. The Agreement seeks to resolve the claims of the Class Members arising out of  
14 the Security Incident that was announced by JAE Oregon on November 6, 2023.

15 7. The Court approves, as to form and content, the Notice Program detailed in Section  
16 5 of the proposed Settlement Agreement. The Court finds that Notice Program complies with  
17 ORCP 32D and fully satisfies the requirements of due process and the Oregon Rules of Civil  
18 Procedure and approves the Notice Program.

19 8. This Court hereby approves the appointment of CPT Group, Inc. as Claims  
20 Administrator and orders the Parties and the Claims Administrator to administer the Notice  
21 Program in accordance with the terms of the Agreement.

22 9. Representative Plaintiff and the Settlement Class Members are hereby enjoined  
23 from prosecuting any claim in the Action and from filing actions or proceedings against  
24 Defendant related to the Action.

25 10. The Agreement shall not be offered or admitted into evidence and the Settlement  
26 shall not be or referred to in any way (orally or in writing) in any action, arbitration, or other

1 proceeding, except as allowed by Rule 408 of the Oregon Evidence Code. The Agreement shall  
2 have no precedential, collateral estoppel, or res judicata effect upon Defendant in any matter or  
3 proceeding other than (a) this action and/or (b) a proceeding involving an effort to enforce the  
4 Agreement.

5 11. The Court hereby authorizes the Claims Administrator, subject to the terms of the  
6 Agreement, to supervise, administer, and carry out the Notice Program as set out in Section 5 of  
7 the Agreement.

8 12. Settlement Class Members seeking any benefit under the Agreement must do so by  
9 complying with the following procedures:

10 13. Settlement Class Members shall have ninety (90) days after the Notice  
11 Commencement Date to submit a written Claim Form, in the form attached hereto as Exhibit 1, to  
12 the Claim Administrator, postmarked, or submitted electronically in accordance with the  
13 requirements for electronic submission of a Claim Form, as described Section 3 of the Settlement  
14 Agreement. Claim Forms submitted after the Claims Deadline are not timely and shall be rejected.  
15 Settlement Class Members may only submit claims made available in Section 2 of the Settlement  
16 Agreement.

17 14. Any of the Settlement Class Members (other than the Representative Plaintiff) may  
18 object to, or opt out of, the Settlement Agreement by complying with the procedures set forth in  
19 Sections 6 and 7 of the Settlement Agreement.

20 15. No Class Member shall be entitled to contest in any way the approval of the terms  
21 and provisions of the Agreement or of the Final Approval Order and General Judgment to be  
22 entered except by filing and serving written objections in accordance with the provisions of this  
23 order and Section 7 of the Agreement.

24 16. Only Class Members who have not previously and timely excluded themselves  
25 from the class shall be entitled to object to the approval of the Agreement or to the Final Approval  
26 Order and General Judgment to be entered under the Agreement.



1 17. No later than fourteen (14) days after the Opt-Out Deadline established in  
2 paragraph 18.a above, the Claims Administrator shall provide the Parties with copies of completed  
3 written opt-out notifications and a final list of all Class Members who have timely and validly  
4 excluded themselves from the Settlement Class. Prior to the final approval hearing, Class Counsel  
5 shall file with the Court a list of the names of persons who have timely and validly opted out of  
6 the Settlement Class.

7 18. All persons falling with the definition of a Settlement Class Member but who fail  
8 to timely and validly submit written opt-out notices of their intent to be excluded from the  
9 Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval  
10 Order and General Judgment entered thereon.

11 19. The Court will conduct the Final Approval Hearing on \_\_\_\_\_, 2025 at \_\_\_\_\_  
12 a.m./p.m., to rule on the motion for final approval of the Agreement, any timely objection filed by  
13 a Settlement Class Member, and issuance of the Final Approval Order and General Judgment.

14 20. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable  
15 procedures in connection with the approval and administration of the Settlement Agreement that  
16 are not materially inconsistent with this Order or the Agreement without further approval of the  
17 Court.

18 21. If the Settlement, including any valid amendment made with the consent of all  
19 parties to the Agreement or as otherwise specifically provided in the Settlement Agreement, is not  
20 approved by the Court or shall not become effective for any reason whatsoever, the Settlement  
21 Agreement and any actions taken or to be taken in connection therewith (including this Order and  
22 any judgment entered herein) shall be terminated and shall become void and of no further force  
23 and effect except for the obligations of Defendant to pay for any expense incurred in connection  
24 with the Notice Program and administration provided for by this Order, and neither the Settlement  
25 Agreement, nor any provision contained in the Settlement Agreement, nor any action undertaken  
26

1 pursuant thereto, nor the negotiation thereof by any party shall be deemed an admission or offered  
2 or received as evidence at any proceeding in this or any other action or proceeding.

3         Neither the Settlement Agreement nor any term or provision contained in the Agreement,  
4 nor any negotiations, statements or proceedings in connection therewith shall be construed as, or  
5 be deemed to be evidence of, an admission or concession of the Representative Plaintiff, any  
6 Settlement Class Member, Defendant, or any related party of any liability or wrongdoing by them,  
7 or any of them, and shall not be offered or received into evidence in any action or proceeding or  
8 be used in any way as an admission, concession, or evidence of any liability or wrongdoing of any  
9 nature, and shall not be construed as, or deemed to be evidence of, an admission or concession that  
10 any Representative Plaintiff, any Settlement Class Members, or any other person that has or has  
11 not suffered any damage.

12         DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
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3 IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
4 FOR THE COUNTY OF WASHINGTON

5 RALPH LESPERANCE, individually, and on  
6 behalf of all others similarly situated,

7 Plaintiff,

8 v.

9 JAE OREGON, INC.

10 Defendant.  
11

Case No. 24CV06959

**ORDER FINALLY APPROVING  
CLASS ACTION SETTLEMENT  
AGREEMENT AND GENERAL  
JUDGMENT (without Money  
Award)**

**MOTIONS JUDGE: Judge Erik Buchér**

12 Class Counsel has filed with the Court a Motion for Final Approval of the Class Action  
13 Settlement in accordance with the Settlement Agreement (the “Agreement”) entered into by the  
14 parties on July 8, 2025.

15 Based on the consent of the parties, and after review and consideration of the Motion, the  
16 Agreement, and the exhibits attached thereto, and the related submissions,

17 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:

18 1. The Court adopts all defined terms set forth in the Agreement, and incorporates  
19 them herein by reference as if fully set forth herein and having the full force and effect of an Order  
20 of this Court.

21 2. The Court approves the Settlement as embodied by the Settlement Agreement as  
22 fair, adequate, and reasonable. The Court finds that the requirements of ORCP 32 are satisfied  
23 with respect to the “Settlement Class Members” (as defined in Paragraph 3 of this Order and the  
24 Agreement) and finds that the Agreement provides substantial relief to the Settlement Class  
25 without the risk, cost, or delay associated with continued litigation.

26 3. The Court finally certifies the following Settlement Class for this action:

1       All persons to whom JAE Oregon sent a notification letter regarding a data breach  
2       (the “Security Incident”) that was announced by JAE Oregon in November 2023.

3       The Settlement Class is certified solely for purposes of the settlement; in the event the settlement  
4       is not completed due to events after this Order and General Judgment, the parties shall be returned  
5       to their pre-settlement positions.

6             4.       For purposes of the settlement, the Court confirms the appointments of Nathan R.  
7       Ring and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Lynn A. Toops of  
8       CohenMalad, LLP, and Samuel Strauss and Raina Borrelli of Strauss Borrelli PLLC as Class  
9       Counsel.

10            5.       The Court refers to and incorporates by reference any order it has rendered on Class  
11       Counsel’s motion for attorneys’ fees and expenses.

12            6.       For purposes of the settlement, the Court confirms the appointments of Ralph  
13       Lesperance as Representative Plaintiff to act on behalf of the Settlement Class.

14            7.       The Agreement resolves the claims of the Class Members arising out of the Security  
15       Incident that was announced by JAE Oregon on November 6, 2023.

16            8.       The Court finds that the Notice Program described in Section 5 of the Agreement,  
17       as implemented by the Claims Administrator, complied with ORCP 32D and fully satisfied the  
18       requirements of due process and the Oregon Rules of Civil Procedure.

19            9.       This Court further confirms and approves the appointment of CPT Group, Inc. as  
20       Claims Administrator for purposes of effectuating the remedies provided to Settlement Class  
21       Members under the Agreement and orders the Parties and the Claims Administrator to supervise,  
22       administer, and carry out the remedial relief provided for in Sections 2 and 3 of the Settlement  
23       Agreement in accordance with the terms of the Agreement.

24            10.       Representative Plaintiff and the Settlement Class Members are hereby permanently  
25       enjoined from prosecuting any claim in this action and from filing actions or proceedings against  
26       Defendant related to this action.

1           11. Pursuant to the terms of the Settlement, it is hereby ordered and adjudged that this  
2 action is hereby dismissed with prejudice on the merits. This is the final judgment of the Court in  
3 this action.

4           12. All claims against JAE Oregon and the other Released Persons as described in the  
5 Settlement Agreement on behalf of any Settlement Class Members, who have not timely opted out  
6 of the Settlement Agreement in accordance with this Court's Preliminary Approval Order, are  
7 hereby released and forever discharged as provided for in the Settlement Agreement.

8           13. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable  
9 procedures in connection with the approval and administration of the Settlement Agreement that  
10 are not materially inconsistent with this Order or the Agreement without further approval of the  
11 Court.

12           14. If the Settlement, including any valid amendment made with the consent of all  
13 parties to the Settlement Agreement or as otherwise specifically provided in the Settlement  
14 Agreement, shall not become effective for any reason whatsoever following the entry of the Order  
15 and General Judgment, the Settlement Agreement and any actions taken or to be taken in  
16 connection therewith (including this Order and General Judgment) shall be terminated and shall  
17 become void and of no further force and effect except for the obligations of Defendant to pay for  
18 any expense incurred in connection with the Claims Administrator as provided for by this Order,  
19 and neither the Settlement Agreement, nor any provision contained in the Settlement Agreement,  
20 nor any action undertaken pursuant thereto, nor the negotiation thereof by any party shall be  
21 deemed an admission or offered or received as evidence at any proceeding in this or any other  
22 action or proceeding.

23           15. Neither the Settlement Agreement nor any term or provision contained in the  
24 Settlement Agreement, nor any negotiations, statements or proceedings in connection therewith  
25 shall be construed as, or be deemed to be evidence of, an admission or concession of the  
26 Representative Plaintiff, any Settlement Class Member, Defendant, or any related party of any

1 liability or wrongdoing by them, or any of them, and shall not be offered or received into evidence  
2 in any action or proceeding or be used in any way as an admission, concession, or evidence of any  
3 liability or wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of,  
4 an admission or concession that any Representative Plaintiff, any Settlement Class Members, or  
5 any other person that has or has not suffered any damage.

6 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
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