

Notice of The Cornwell Quality Tools Company Data Breach Class Action Settlement

If you received notice from The Cornwell Quality Tools Company that your personal information may have been affected in the 2022 Data Incident, you could receive a benefit from a class action settlement.

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

Please read this Notice carefully and completely; your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against The Cornwell Quality Tools Company (“Defendant” or “CQT”). The Settlement resolves claims brought by individuals impacted by a data incident that occurred on September 22, 2022 (the “Data Incident”) and may have involved your personal identifying information (“PII”).
- You may be eligible to receive two (2) years of credit monitoring and fraud protection services and either (1) reimbursement for time spent (at a rate of \$20.00 per hour for up to 3 hours) and ordinary out-of-pocket losses (maximum payment of \$500.00), and reimbursement for extraordinary out-of-pocket losses (maximum payment of \$5,000.00); or (2) a cash payment of \$50.00 from the proposed Settlement. Please note that if you choose to receive reimbursement for time spent, ordinary out-of-pocket losses, or extraordinary out-of-pocket losses, you are not eligible to receive the alternative cash payment. To receive a benefit from the Settlement, you must complete and submit a “Claim Form.”
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to receive a settlement payment or credit monitoring services.	Online or Postmarked by November 27, 2025.
EXCLUDE YOURSELF BY OPTING OUT	You receive no benefit but preserve your right to file your own lawsuit against CQT for the same claims released by this Settlement.	Postmarked by October 28, 2025.
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on November 19, 2025 about the fairness of the Settlement, with or without your own attorney.	Received by October 28, 2025.

DO NOTHING	Receive no payment or credit monitoring and be bound by the terms of the Settlement.	None.
-------------------	--	-------

- 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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....5

- 1. Why did I get this notice?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a settlement?

WHO IS INCLUDED IN THE SETTLEMENT6

- 5. Who is included in the settlement?
- 6. Are there exceptions to being included?
- 7. What should I do if I'm not sure whether I am included?

THE SETTLEMENT BENEFITS.....6

- 8. What does the Settlement provide?
- 9. What can I get from the Settlement?
- 10. What am I giving up if I stay in the class?

HOW TO GET A PAYMENT – MAKING A CLAIM.....7

- 11. How can I receive a payment?
- 12. How much will my payment be?
- 13. When will I receive my payment?

THE LAWYERS REPRESENTING YOU8

- 14. Do I have a lawyer in this case?
- 15. Should I get my own lawyer?
- 16. How will the lawyers be paid?

EXCLUDING YOURSELF FROM THE SETTLEMENT8

- 17. How do I get out of the Settlement?
- 18. If I am a settlement class member and don't opt out, can I sue the Defendant for the same thing later?
- 19. What happens if I opt out?

COMMENTING ON OR OBJECTING TO THE SETTLEMENT9

- 20. How do I tell the Court I don't like the settlement?
- 21. What's the difference between objecting and opting out?

THE COURT’S FAIRNESS HEARING11

- 22. When and where will the Court decide whether to approve the Settlement?**
- 23. Do I have to come to the Fairness Hearing?**
- 24. May I speak at the hearing?**

IF I DO NOTHING.....11

- 25. What happens if I do nothing at all?**

GETTING MORE INFORMTION.....12

- 26. Are more details about the Settlement available?**
- 27. How do I get more information?**

BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because your PII may have been affected in the Data Incident. A group of similarly situated individuals brought a proposed class action lawsuit against CQT in 2023, alleging that CQT was negligent due to its data security practices. CQT denies the allegations and denies that it would be found liable. The parties have now reached a proposed settlement of the lawsuit.

A court authorized this notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against CQT will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. Judge Joyce V. Kimbler of the Court of Common Pleas, Medina County, Ohio is in charge of this case. The case is *Felger v. The Cornwell Quality Tools Company*, No. 2025CIV0456 (Ct. Com. Pls., Medina Cny, Ohio).

2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from the Data Incident whereby Plaintiffs allege that an unauthorized third party gained access to CQT’s computer systems on September 22, 2022, which included certain PII of Plaintiffs and Settlement Class Members. The lawsuit asserts claims against CQT for alleged negligent data security practices.

Defendant denies any and all allegations of wrongdoing.

3. What is a class action?

In a class action, one or more individuals called “Class Representatives” sue on behalf of themselves and others who have similar claims. This group of individuals is called the “class,” and the individuals in the class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for those individuals who exclude themselves from the class. The individuals who sued are called the Plaintiffs. The entity they sued—CQT—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs 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 receive benefits or compensation. The Class Representatives and Class Counsel believe the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT

5. Who is included in the Settlement?

The Settlement Class is defined as “all individuals in the United States whose PII was impacted by the Data Incident, including all those who were sent notice of the Data Incident by Defendant.”

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (i) CQT and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with the Settlement Agreement; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

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

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at (844) 496-0603 or you can visit www.CQTdatasettlement.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, CQT will pay for all valid claims made by Settlement Class Members. The Settlement also ensures that CQT will implement certain business practice enhancements aimed at further strengthening CQT’s cybersecurity network.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for one or more of the following settlement benefits:

Credit Monitoring: Settlement Class Members may file a claim for two (2) years of 3-bureau credit monitoring and fraud protection services with \$1 million insurance protection (“Credit Monitoring”).

Reimbursement for Ordinary Out-of-Pocket Losses and Time Spent: In addition to Credit Monitoring, Settlement Class Members may submit a claim for reimbursement up to an individual aggregate cap of \$500 for: (1) documented (excluding self-prepared documents), unreimbursed out-of-pocket losses that are fairly traceable to the Data Incident (“Ordinary Out-of-Pocket Losses”), and (2) lost time spent addressing the Data Incident at a rate of \$20.00 per hour for up to three (3) hours (*i.e.*, not to exceed \$60.00 per Settlement Class Member), subject to an attestation by signature under penalty of perjury from the Settlement Class Member, as to how the time was spent, demonstrating that it was related to the Data Incident (“Time Spent”).

Ordinary Out-of-Pocket Losses include (i) documented out-of-pocket expenses related to the Data Incident such as: (a) bank fees, (b) long-distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; and (ii) documented fees for credit reports, credit monitoring, or other identity theft insurance products.

Extraordinary Out-Of-Pocket Losses: In addition to Credit Monitoring and reimbursement for Ordinary Out-of-Pocket Losses and Time Spent, Settlement Class Members may subject a claim for documented (excluding self-prepared documents), unreimbursed losses related to identity fraud caused by the Data Incident (e.g., fraudulent charges on financial accounts and unauthorized loans) up to an individual aggregate cap of \$5,000.00, but not more than the documented loss proven (“Extraordinary Out-of-Pocket Losses”). For each claim of an Extraordinary Out-of-Pocket Loss, the Settlement Class Member must show the following, supported by documentation:

- The loss is an actual and unreimbursed monetary loss, supported by third-party documentation;
- The loss resulted from actual identity theft, fraud, or similar criminal victimization;
- The loss was more likely than not caused by the Data Incident;
- The loss is not already covered by one or more of the other/normal reimbursement categories (i.e., Ordinary Out-Of-Pocket Losses or Time Spent); and
- The Settlement Class Member made reasonable efforts to avoid, mitigate, or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Alternative Cash Payment: In addition to Credit Monitoring, but in lieu of submitting a claim for reimbursement of Ordinary Out-of-Pocket Losses, Time Spent, and Extraordinary Out-of-Pocket Losses, Settlement Class Members may submit a claim for an alternative cash payment in the amount of \$50.00 (“Alternative Cash Payment”). Settlement Class Members do not need to submit any supporting documentation or attestations to receive this Alternative Cash Payment.

Settlement Class Members who elect to receive this Alternative Cash Payment will not be eligible to recover any reimbursement for Ordinary Out-of-Pocket Losses, Time Spent, or Extraordinary Out-Of-Pocket Losses.

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

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties concerning the claims released by this Settlement. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at www.CQTdatasettlement.com.

HOW TO GET A PAYMENT – MAKING A CLAIM

11. How can I receive a payment?

You must complete and submit a Claim Form by November 27, 2025. Claim Forms may be submitted online at www.CQTdatasettlement.com or printed from the website and mailed to the address on the form.

Be sure to read the Claim Form instructions carefully, include all required information, and add your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

12. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims.

Your claim must be reasonably documented—you must enclose or upload documentation sufficient to show (a) the amount of unreimbursed loss that you suffered, and (b) why you believe that the loss is related to the Data Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but may be used to provide clarification, context, or support for other documentation. Self-prepared documents are not sufficient documentation to support your claim.

13. When will I receive my payment?

The Court will hold a hearing on November 11, 2025 at 1:30 p.m. to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the “Settlement Website,” www.CQTdatasettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed Philip J. Krzeski of Chestnut Cambronne PA, Jessica A. Wilkes of Federman & Sherwood, and Dylan J. Gould of Markovits, Stock & DeMarco, LLC as attorneys to represent the Settlement Class. These lawyers are called Class Counsel.

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 the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys' fees, costs, and expenses, as defined by the Settlement Agreement, not to exceed \$190,000.00.

The Settlement Class is represented by two named individuals (the "Class Representatives"). In addition to the benefits that the Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—CQT has agreed to pay \$2,000.00 to each of the Class Representatives (in the aggregate \$4,000.00) for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees, costs and expenses requested by Class Counsel and the proposed service awards to the Class Representatives. Class Counsel will file an application for fees, expenses, and service awards no later than October 14, 2025. The application will be available on the Settlement Website www.CQTdatasettlement.com or you can request a copy by contacting the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement Class.

You may opt out of the Settlement by October 28, 2025. To opt out, you must send a letter or postcard via U.S. mail to the address below. You must include the following in your letter or postcard:

- The name of this Litigation, or a decipherable approximation (*Felger v. The Cornwell Quality Tools Company*, Case No. 2025CIV0456 (Ct. Com. Pl., Medina Cnty, Ohio));
- Your full name, address, telephone number, and signature;
- The words "Requests for Exclusion" at the top of the document or a statement that you want to opt-out of the Settlement; and
- If you are filing a request for exclusion on behalf of an incapacitated or deceased Settlement Class Member for whom you are legally authorized to act, you must include your name, address, phone number, signature, and relationship to the Settlement Class Member, as well as that person's name and address.

You must mail your opt-out request via first-class U.S. Mail, postmarked no later than October 28, 2025 to:

Cornwell Quality Tools Company Data Breach
c/o Settlement Administrator
P.O. Box 25226,
Santa Ana, CA, 92799

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

18. If I am a Settlement Class Member and don't opt-out, can I sue the Defendant for the same thing later?

No. You must opt-out of the Settlement to keep your right to sue the Defendant or other released parties for any of the claims released by the Settlement, as set out in full in the Settlement Agreement.

19. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases in the Settlement Agreement, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement, you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You can't ask the Court to change the Settlement or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the "Fairness Hearing," either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

If you object in writing, you must include:

- the objector's full name and address;
- the case name and docket number (*Felger v. The Cornwell Quality Tools Company*, Case No. 2025CIV0456 (Ct. Com. Pl., Medina Cnty, Ohio));

- a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable and any supporting documents;
- the identity of any and all counsel representing the objector in connection with the objection;
- a statement of whether the objector and/or his or her counsel will appear at the Fairness Hearing; and
- the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Any objection must be mailed to the Settlement Administrator at P.O. Box 25226, Santa Ana, CA, 92799. The objection must be postmarked no later than October 28, 2025.

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at 1:30 p.m. on November 19, 2025, at the state courthouse located at 225 E Washington St., Medina, Ohio 44256 before Judge Hon. Joyce V. Kimbler. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve service awards to the Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from individuals who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, www.CQTdatasettlement.com, for updates. You can also access the case docket via the Court's website: <https://medinacountyclerk.org/>.

Class Counsel will file a motion for final approval of the Settlement by November 05, 2025. Objectors, if any, must file any response to Class Counsel's motion by October 28, 2025. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for Fee Award and Costs, and Service Awards will be filed by November 05, 2025.

23. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (see Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you opt out or exclude yourself from the Settlement Class.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not receive any money from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at www.CQTdatasettlement.com.

27. How do I get more information?

Visit the website, www.CQTdatasettlement.com, where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator, Simpluris, at (844) 496-0603 or by writing to:

Cornwell Quality Tools Company Data Breach
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Contact Class Counsel at the following:

Philip J. Krzeski
Chestnut Cambronne PA
100 Washington Avenue South, Ste. 1700

Minneapolis, MN
pkczeski@chestnutcambronne.com

or

Jessica A. Wilkes
Federman & Sherwood
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
jaw@federmanlaw.com

or

Dylan J. Gould
Markovits, Stock & DeMarco, LLC
119 East Court St., Ste. 530
Cincinnati, Ohio 45202
dgould@msdlaw.com

**PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR
DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**