

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

AMANDA FITTON, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

PINNACLE PROPANE, LLC,

Defendant.

Case No. 3:23-CV-1559

DECLARATION OF SETTLEMENT ADMINISTRATOR REGARDING NOTICE

I, Kari L. Schmidt, state as follows:

1. I am currently a Project Manager for Analytics Consulting, LLC (hereinafter “Analytics”), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. Analytics provides consulting services to the design and administration of class action and mass tort litigation settlements and notice programs. The settlements Analytics has managed over the past twenty-five years range in size from fewer than 100 class members to more than 40 million, including some of the largest and most complex notice and claims administration programs in history.

2. Analytics’ clients include corporations, law firms (both plaintiff and defense), the Department of Justice, the Securities and Exchange Commission, and the Federal Trade Commission, which since 1998 has retained Analytics to administer and provide expert advice regarding notice and claims processing in their settlements/distribution of funds.

3. In my capacity as Project Manager, I count among my duties responsibility for matters relating to the settlement administration for the above-captioned litigation.

4. Analytics has been engaged in this matter to provide settlement administration services.

Notice of Proposed Class Action Settlement

5. On or about July 3, 2024, Analytics received Settlement Class Member data. The data included files containing 10,011 records of names and addresses of Settlement Class Members. Of these, 37 were identified as duplicate records and three (3) records had no mailing address listed. These 40 records were removed from the population, leaving a total of 9,971 unique Settlement Class Member records.

6. Analytics then cross-referenced the Settlement Class Member addresses with the United States Postal Service National Change of Address database. The Class list was updated with any new addresses that were identified.

7. After updating the relevant addresses, on July 31, 2024, Analytics mailed the Court-approved Postcard Notice of Class Action Settlement (“Postcard Notice”) to 9,971 Settlement Class Members with a valid mailing address available.

8. Prior to the Notice mailing, Analytics established the Settlement Website, www.PinnaclePropaneDataSettlement.com, where Settlement Class Members could obtain copies of the Settlement Agreement and Release, Long Form Notice, Postcard Notice, Claim Form, and the Court’s Preliminary Approval Order. The Settlement Website also permitted Settlement Class Members to submit a claim form. Copies of the Long Form Notice, Postcard Notice, and Claim Form are attached herein as **Exhibit A**, **Exhibit B**, and **Exhibit C**, respectively.

9. Analytics also established a toll-free phone number of (1-877-410-5068) and a dedicated email box (PinnaclePropaneDataSettlement@noticeadministrator.com) to receive and respond to Settlement Class Member inquiries. The phone number and email address were included in the Class Notice.

10. Through the date of this Declaration, 38 Notices were returned to Analytics by the U.S. Postal Service with a forwarding address. Analytics updated the Class List with the forwarding address and processed a re-mail of the Notice to the updated addresses.

11. Through the date of this Declaration, 949 Notices were returned to Analytics by the U.S. Postal Service without a forwarding address. In this case, Analytics conducted a skip trace in an attempt to ascertain a valid address for the affected Settlement Class Members. As a result of these efforts, 407 new addresses were identified for Settlement Class Members. Analytics subsequently updated the Class list with these new addresses and re-mailed the Notice to each of those addresses.

12. On November 4, 2024, Analytics mailed 9,254 Reminder Postcards to Settlement Class Members with a valid mailing address that had not yet returned a Claim Form, including the 407 Settlement Class Members with updated mailing addresses (as discussed in ¶ 11). A copy of the Reminder Postcard is attached herein as **Exhibit D**. In total, Analytics estimates that at least 9,429 Class Members (i.e., 94.5% of the total class) successfully received direct notice in this case.

Response to Class Notice

13. The deadline to object or request exclusion from the Settlement is November 13, 2024. To date, Analytics has received zero (0) requests for exclusion and zero (0) objections.

14. The deadline for Settlement Class Members to submit a claim for cash benefits is December 13, 2024. To date, Analytics has received a total of 187 claims for at least one form of benefit. Of the 187 claim submissions, two (2) were filed by Non-Class Members and were removed from the claimant pool. The remaining 185 claims were timely submitted by Settlement Class Members.

15. So far, 182 claims have been deemed valid, and three (3) have been deemed deficient and are going through the deficiency process for insufficient supporting documentation for their out-of-pocket claims. All three (3) deficient claims have already been deemed partially valid, entitling the

claimant to at least the lost time and/or credit monitoring benefits. To date, there are 37 valid claims for lost time payments, totaling \$7,280.00, and 48 valid claims for the credit monitoring benefit. There are currently 119 valid claims for the alternative cash benefit.

16. Analytics continues to receive and review claims submitted by Settlement Class Members. The deadline for Settlement Class Members to submit a claim is December 13, 2024.

17. Analytics agreed to be the Claims Administrator in exchange for payment of its fees and out-of-pocket costs. Estimated expenses for work performed with respect to the provision of notice and administration of the Settlement is \$28,502.58.

I declare under penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: November 4, 2024

A handwritten signature in black ink, appearing to read 'Kari L. Schmidt', with a long horizontal line extending to the right.

Kari L. Schmidt

EXHIBIT A

US DISTRICT COURT FOR THE NORTHERN DISTRICT OF
TEXAS DALLAS DIVISION

***Fitton v. Pinnacle Propane, LLC, Case No. 3:23cv1559, United States District Court
for the Northern District of Texas, Dallas Division***

This Notice May Affect Your Rights. Please read it carefully.

***A Court has authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit filed against Pinnacle Propane, LLC (the “Defendant” or “Pinnacle”) regarding a security breach of its IT system (the “Data Incident”) that occurred on approximately December 4, 2022, when an unauthorized party accessed files in its computer system which contained names, addresses, and Social Security numbers (“Private Information”) of some of Defendant’s current and former employees.
- On July 13, 2023, Plaintiff Amanda Fitton filed a Class Action Complaint against the Defendant in the United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:23cv1559 (“Class Action Complaint”). The complaint alleges claims for damages and equitable relief based on theories of negligence, negligence per se, breach of implied contract, breach of fiduciary duty, intrusion upon seclusion, and unjust enrichment.
- Following arms-length negotiations, the Parties negotiated a settlement with the assistance of Hon. Jay C. Gandhi (ret.) at a mediation on December 5, 2023, by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and Settlement Class Members have or may have had against Pinnacle and related persons and entities, as set forth herein.
- Class Members are eligible to receive the following relief: (1) compensation for Out-of-Pocket Losses, up to a total of \$2,000 per person, upon submission of a valid and timely Claim with supporting documentation, for unreimbursed monetary losses incurred as a result of the Data Incident; (2) compensation for up to six (6) hours of Lost Time, at \$40.00/hour (\$240.00 cap), for time spent mitigating the effects of the Data Incident - Claims for Lost Time can be combined with Claims for Out-of-Pocket Losses but are subject to the \$2,000.00 cap; and (3) three (3) years of three-bureau Credit Monitoring Services provided by Experian, Equifax, and Transunion, regardless of whether the Class Member submits a Claim for reimbursement of Out-of-Pocket Losses or Lost Time. In the alternative to compensation for Out-of-Pocket Losses, Lost Time, or Credit Monitoring, Class Members can elect to make a Claim for up to a \$100 Alternative Cash Payment. To receive this benefit, Class Members must submit a timely and valid Claim Form.
- In the event that Approved Claims for Settlement Benefits (*i.e.*, Credit Monitoring Services, Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments) exceeds the amount of the Net Settlement Fund, the amount to be paid for Approved Claims for Out-of-Pocket Losses, Lost Time, and the Alternative Cash Payment shall be reduced on a *pro rata* basis and paid in accordance with the terms and conditions in the Settlement Agreement. In the event the Net Settlement Fund exceeds the Approved Claims for Settlement Benefits (*i.e.*, Credit Monitoring Services, Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments), then the Residual Funds shall be paid in accordance with the terms of the Settlement Agreement such that additional monetary payments to the Settlement Class Members who submitted Approved Claims for cash payments (*i.e.*, compensation for Unreimbursed Economic Loss, Lost Time or Alternative Cash Payment) in equal amounts, provided that no Settlement Class Member receives more than two times the amount of their payment in their original Approved Claim.
- The Settlement Administrator will post additional information about the payment amount on **www.PinnaclePropaneDataSettlement.com**. For complete details, please see the Settlement Agreement, whose terms control, available at **www.PinnaclePropaneDataSettlement.com**.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is DECEMBER 13, 2024 .
EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment or Credit Monitoring Services under this Settlement. You may download an exclusion form at www.PinnaclePropaneDataSettlement.com . The deadline to exclude yourself from the Settlement is NOVEMBER 13, 2024 .
OBJECT TO THE SETTLEMENT	Write to the Court, with a copy to Class Counsel and Defendant’s Counsel, about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the Objection Procedures stated herein. The deadline to object to the Settlement is NOVEMBER 13, 2024 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on December 3, 2024 at 10:00 AM .
DO NOTHING	If you do nothing you will not receive any payment or the free Credit Monitoring Services. You will have no right to sue the Defendant later for the claims released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at **www.PinnaclePropaneDataSettlement.com**.
- The Court in charge of this case still has to decide whether to approve the Settlement. No settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

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BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment and free Credit Monitoring Services as part of the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

Amanda Fitton (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) Pinnacle Propane, LLC (“Pinnacle” or “Defendant”), in the case of *Fitton v. Pinnacle Propane, LLC*, Case No. 3:23cv1559, pending in the United States District Court for the Northern District of Texas, Dallas Division. Pinnacle and Plaintiff are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Amanda Fitton, sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Class is defined as:

All Individuals whose Private Information was compromised or potentially compromised in the Data Incident disclosed by Pinnacle in June 2023.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT**3. What is this lawsuit about?**

Pinnacle experienced a cyberattack on December 4, 2022, when certain of its IT systems containing Private Information stored by Pinnacle was potentially compromised. The Plaintiff filed the Lawsuit claiming that Defendant failed to implement and maintain reasonable security measures necessary to protect their Private Information that it maintained on its computer systems, in order to prevent the Data Incident from occurring.

Defendant denies all allegations that its data security practices were improper or insufficient, or that its actions in any way led to the Data Incident. The Court has not determined whether Plaintiff or Defendant are correct. More information about the Class Action Complaint filed in the Lawsuit can be found on the Settlement Website at www.PinnaclePropaneDataSettlement.com.

4. Why is there a Settlement?

On December 5, 2023, the Parties participated in a mediation with the assistance of Hon. Jay C. Gandhi (ret.). Following arms-length negotiations, the Parties negotiated a settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and the Settlement Class Members have or may have had against Pinnacle and related persons and entities. Throughout the mediation the Parties engaged in an extensive evaluation and discussion of the relevant facts and law. The Parties agreed to this settlement, and dismissal of the Lawsuit under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representative and Class Counsel, attorneys for the Class Members, believe the terms of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of any wrongdoing by Defendant nor that the Lawsuit is without merit.

WHO’S INCLUDED IN THE SETTLEMENT?**5. How do I know if I am in the Settlement Class?**

This Lawsuit involves personally identifiable information (“PII”) stored by Pinnacle that was potentially compromised by unauthorized entities in a cyberattack against Pinnacle’s computer systems on December 4, 2022, and which Pinnacle disclosed beginning in June 2023 (“Data Incident”). Current and former employees of Pinnacle whose Private Information

The Settlement Class Representative and Defendant will ask the Court to certify a Settlement Class defined as "all Individuals whose Private Information was compromised or potentially compromised in the Data Incident disclosed by Pinnacle in June 2023." The Settlement Class specifically excludes: (1) the judge(s) presiding over this Lawsuit and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline; and (4) successors or assigns of any such excluded natural persons.

If the settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then the Litigation will continue.

THE SETTLEMENT BENEFITS

6. What benefits does the settlement provide?

All Settlement Class Members are eligible to receive a cash payment and/or free Credit Monitoring Services. To receive benefits from the settlement, you must complete and return the Claim Form which is available on the Settlement Website at www.PinnaclePropaneDataSettlement.com.

Settlement Benefits for eligible Settlement Class members include: (1) compensation for Out-of-Pocket Losses, up to a total of \$2,000 per person, upon submission of a timely and valid Claim with supporting documentation for Out-of-Pocket Losses incurred as a result of the Data Incident; (2) compensation for up to six (6) hours of Lost Time, at \$40.00/hour (\$240.00 cap), for time spent mitigating the effects of the Data Incident - Claims for Lost Time can be combined with Claims for Out-of-Pocket Losses but are subject to the \$2,000.00 cap; and (3) three (3) years of three-bureau Credit Monitoring Services which includes identity restoration services and \$1 million in identity theft insurance, provided by Experian, Equifax, and Transunion, regardless of whether the Class Member submits a Claim for reimbursement of Out-of-Pocket Losses or Lost Time.

In the alternative to compensation for Out-of-Pocket Losses, Lost Time, and/or Credit Monitoring, Class Members can elect to make a Claim for up to a \$100.00 Alternative Cash Payment. To receive this benefit, Settlement Class Members must submit a timely and valid Claim Form.

6.A. Who May Recover for Out-of-Pocket Losses and Lost Time and for How Much?

- If you are a Class Member and you incurred out-of-pocket costs or expenditures that are supported by Reasonable Documentation. "Out-of-Pocket Losses" must be "a result" of the Data Incident, and such expenses have not already been reimbursed by a third party. These Out-of-Pocket Losses incurred as a result of the Data Incident may include, without limitation, unreimbursed costs associated with fraud or identity theft, including professional fees and fees for credit repair services and miscellaneous expenses, such as (i) notary, (ii) fax, (iii) postage, (iii) copying, (iii) mileage, and (iv) long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or after December 4, 2022.
- For Lost Time spent remediating the issues related to the Data Incident, you may receive compensation for up to six (6) hours at \$40 per hour (\$240.00 cap). You must attest that any claimed Lost Time was spent remediating the issues related to the Data Incident.
- For complete details, please see the Settlement Agreement, whose terms control, available at www.PinnaclePropaneDataSettlement.com. Claims will be subject to a verification process and will be denied if they do not meet the verification requirements. The Settlement Administrator will post additional information about the payment amount on www.PinnaclePropaneDataSettlement.com, if necessary.

6.B. Who may receive three years of Credit Monitoring Services?

- All Class Members are eligible to enroll for three (3) years of three-bureau credit monitoring services, identity restoration services, and \$1 million in identity theft insurance, provided by Experian, Equifax, and Transunion, regardless of whether the Class Member submits a Claim for reimbursement of Out-of-Pocket Losses or Lost Time. However, if a Class Member elects to receive the Alternative Cash Payment, they are not eligible to enroll in the Credit Monitoring Services.

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- The Settlement Administrator will make best efforts to send an activation code to each valid Credit Monitoring Services claimant with Approved Claims within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring Services.

6.C. Who May Receive \$100 Alternative Cash Payment?

- In the alternative to compensation for Out-of-Pocket Losses, Lost Time, and Credit Monitoring, Class Members may make a Claim for a cash payment of up to \$100. To receive this benefit, Class Members must submit a valid and timely Claim Form selecting this option, but no documentation is required to make a Claim.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Class Members who want to submit a Claim must fill out and submit a Claim Form online at www.PinnaclePropaneDataSettlement.com or by USPS mail. Claim Forms are available through the Settlement Website at www.PinnaclePropaneDataSettlement.com or Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before DECEMBER 13, 2024.**

8. When will I get my payment?

The Final Approval Hearing when the Court considers the fairness of the settlement is scheduled for **December 3, 2024, at 10:00 AM**. If the Court approves the settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment within sixty (60) days after: (i) the Effective Date; or (ii) the date when all Claim Forms have been processed subject to the terms and conditions of the Settlement Agreement, whichever date is later.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Strauss Borrelli PLLC as “Class Counsel.”

Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid from the Settlement Fund. Class Counsel will not seek more than one-third (33.33%) of the Settlement Fund, or \$163,333.33 in attorneys’ fees and up to \$20,000.00 in Litigation costs and expenses. Class Counsel will also request a Service Award of up to \$5,000.00 for the Settlement Class Representative. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this settlement?

If you do not exclude yourself from this settlement, you will not be able to sue the Defendant or any of the Released Parties about the Claims in the settlement and you will be bound by all decisions made by the Court in this case and the terms of the settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at www.PinnaclePropaneDataSettlement.com for full details. However, you may exclude yourself from this settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by the Settlement Agreement, including, the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

QUESTIONS? CALL 1-877-410-5068 OR VISIT www.PinnaclePropaneDataSettlement.com

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“Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that Releasing Parties had, have or may claim now or in the future to have (including but not limited to, assigned claims and any and all “Unknown Claims”) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Incident. The Released Claims include the release of Unknown Claims.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at **www.PinnaclePropaneDataSettlement.com** or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can, talk to your own lawyer at your own expense.

The Released Claims do not include the right of Plaintiff, any Settlement Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will not receive any payment or free Credit Monitoring Services under the settlement. You will be in the Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won’t be able to file a lawsuit or be part of any other lawsuit against Defendant or the Released Parties for any of the claims or legal issues resolved in this settlement.

13. What happens if I ask to be excluded from the settlement?

If you exclude yourself from the settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court’s orders and judgments related to the Class and Defendant in this Lawsuit or the terms of the Settlement Agreement, including the Release.

14. How do I opt-out of the settlement?

You can opt-out of the settlement by submitting a Request for Exclusion to the Settlement Administrator online or postmarked no later than the Opt-Out Deadline. You can get a copy of the Request for Exclusion to opt-out of the settlement from the website www.PinnaclePropaneDataSettlement.com, by calling the Settlement Administrator at 1-877-410-5068 and requesting a Request for Exclusion form be mailed to you, or by submitting a document that includes the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the settlement in the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement. You must submit your Request for Exclusion to the Settlement Administrator either online or by mail postmarked no later than **NOVEMBER 13, 2024**, to the following address:

Pinnacle Propane Data Settlement
c/o Analytics Consulting LLC
PO Box 2009
Chanhassen, MN 55317-2009

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant or the Released Parties for the claims being resolved by this settlement.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any settlement payment or free Credit Monitoring Services.

17. How do I object to the settlement?

If you do not exclude yourself from the Class, you can object to the settlement if you do not agree with any part of it. You can also object to Class Counsel's request for attorneys' fees, costs, and a service award from the Plaintiff. Even if you object to the settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the Settlement.

You can give reasons why you think the Court should deny approval of the settlement by filing a written objection. To object, you must file written notice with the Court stating that you object to the settlement in *Fitton v. Pinnacle Propane, LLC*, Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division by **NOVEMBER 13, 2024**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the United States District Court for the Northern District of Texas, Dallas Division, at the following address:

United States District Court
1100 Commerce Street, Room 1452
Dallas, TX 75242

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Fitton v. Pinnacle Propane, LLC*, Case No. 3:23cv1559, United States District Court for the Northern District of Texas, Dallas Division. Your objection must also include the following information: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant's lawyers at the addresses listed below, postmarked no later than **NOVEMBER 13, 2024**:

Class Counsel	Defense Counsel
Raina Borrelli STRAUSS BORRELLI PLLC One Magnificent Mile 980 N Michigan Avenue Suite 1610 Chicago IL, 60611 raina@straussborrelli.com	John A. Vogt JONES DAY 3161 Michelson Drive, Suite 800 Irvine, California 92612 javogt@jonesday.com

18. What's the difference between objecting and excluding myself from the settlement?

Objecting means that you are telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don't want to be part of the Class. If you exclude yourself, you have no basis to object.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court have the Final Approval Hearing to determine the fairness of the settlement?

The Court will hold the Final Approval Hearing on **December 3, 2024, at 10:00 AM** at 1100 Commerce St, Dallas, TX 75242. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award payment to the Settlement Class Representative.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.PinnaclePropaneDataSettlement.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at www.PinnaclePropaneDataSettlement.com.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT
www.PinnaclePropaneDataSettlement.com., BY CALLING TOLL-FREE AT 1-877-410-5068 OR WRITING TO:

Pinnacle Propane Data Settlement
c/o Analytics Consulting LLC
PO Box 2009
Chanhassen, MN 55317-2009

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT B

IMPORTANT MESSAGE FROM THE COURT: A settlement has been reached in a class action lawsuit concerning Pinnacle Propane LLC ("Defendant") and a security breach of its IT system (the "Data Security Incident") that occurred on approximately December 4, 2022, when an unauthorized party accessed or potentially accessed information stored on Defendant's computer system, including unencrypted and unredacted names, addresses, and Social Security numbers ("Private Information") of current and former employees of Pinnacle.

Who is Included? The Class includes: All individuals whose Private Information was maintained on Defendant's computer systems and/or network that was potentially compromised in the Data Security Incident, as confirmed by Defendant's computer records.

What does the Settlement Provide? Please see the Settlement Agreement, available at www.PinnaclePropaneDataSettlement.com, for full details. Generally, Class Members are eligible to receive the following relief from the \$490,000 Settlement Fund: (1) compensation for Out-of-Pocket Losses, up to a total of \$2,000 per person, upon submission of a claim and supporting documentation, for unreimbursed monetary losses incurred as a result of the Data Security Incident; (2) compensation for up to six (6) hours of Lost Time, at \$40.00/hour (\$240 cap), for time spent mitigating the effects of the Incident. (subject to the \$2,000.00 cap for Out-of-Pocket Losses); and (3) three (3) years of three-bureau Credit Monitoring Services provided by Experian, Equifax, and Transunion –including identity restoration services and \$1 million in identity theft insurance. In the alternative to compensation for Out-of-Pocket Losses, Lost Time, or Credit Monitoring, Class Members can elect to make a claim for a \$100 Alternative Cash Payment. To receive the Alternative Cash Payment, Class Members must submit a valid claim form, but no documentation is required. In the event that the total amount of Approved Claims exceeds the Net Settlement Fund (after notice and administration costs, attorneys fees and costs, and service award payment), the Settlement Administrator shall pay Approved Claims for Settlement

Para más información en español, pueda llamar 1-877-410-5068.

Benefits in the following order: First, all claims for Credit Monitoring Services shall be paid on Approved Claims. Second, all requests for cash payments in the remaining Approved Claims (i.e., compensation for Out-of-Pocket Losses, Lost Time and Alternative Cash Payments) shall be proportionately reduced on a pro rata basis. For complete details, please see the Settlement Agreement, whose terms control, available at www.PinnaclePropaneDataSettlement.com.

How To Get Benefits: You must submit a Claim Form, available at www.PinnaclePropaneDataSettlement.com. The Claim Form must be postmarked or submitted electronically at www.PinnaclePropaneDataSettlement.com on or before **DECEMBER 13, 2024**. Claims will be subject to a verification process.

Your Other Options. If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Class and be bound to its terms including its Release. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Defendant or related parties arising out of the Data Incident. If you do not want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **NOVEMBER 13, 2024**. If you do not exclude yourself, you may object to the Settlement by **NOVEMBER 13, 2024**. If you object to the Settlement you remain in the Settlement Class and eligible to make a claim. Please see the Settlement Agreement for full details.

The Final Approval Hearing. The Court has scheduled a hearing for **December 3, 2024, at 10:00 AM**, to decide whether to approve the Settlement; attorneys' fees, costs, and expenses; service awards; and any objections. You may or your attorney may speak, at your own cost, about your objection at the hearing.

More Information. More information about your rights and options can be found in the Long-Form Notice and Settlement Agreement available at www.PinnaclePropaneDataSettlement.com.

Pinnacle Propane Data Settlement
c/o Analytics Consulting LLC
P.O. Box 2009
Chanhassen, MN 55317-2009

Fitton v. Pinnacle Propane, LLC
Case No. 3:23cv1559, United States District
Court for the Northern District of Texas,
Dallas Division

Court-Approved Legal Notice

If your personal information was
compromised in the Data Security Incident
disclosed by Pinnacle Propane, LLC in June
2023, you may be entitled to benefits from a
class action settlement.

*A District Court of Texas authorized
this Notice.*

*This is not junk mail, an advertisement,
or a solicitation from a lawyer.*

**For more information, visit
www.PinnaclePropaneDataSettlement.com
or call toll-free 1-877-410-5068.**

Postal Service: Please do not mark barcode

EXHIBIT C

**Fitton v. Pinnacle Propane, LLC, Case No. 3:23cv1559,
United States District Court for the Northern District of Texas, Dallas Division**

**Pinnacle Propane Data Settlement
c/o Analytics Consulting LLC
P.O. Box 2009
Chanhassen, MN 55317-2009**

**USE THIS CLAIM FORM TO MAKE A CLAIM FOR UNREIMBURSED OUT-OF-POCKET LOSSES,
CREDIT MONITORING SERVICES OR ALTERNATIVE CASH PAYMENT**

SETTLEMENT CLAIM FORM

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT
WWW.PINNACLEPROPANEDATASETTLEMENT.COM NO LATER THAN DECEMBER 13, 2024.**

ATTENTION: *This Claim Form is to be used to apply for benefits related to the Data Incident that occurred on approximately December 4, 2022, and potentially affected individuals to whom Pinnacle Propane, LLC ("Defendant") sent notice. There are four (4) types of benefits for which Settlement Class Members may be eligible: (1) compensation for Unreimbursed Out-of-Pocket losses incurred as a result of the Data Incident, up to a total of \$2,000 per person upon submission of a valid claim and supporting documentation; (2) compensation for up to six (6) hours of Lost Time, at \$40.00/hour (\$240 cap), for time spent mitigating the effects of the Data Incident-Claims for Lost Time can be combined with claims for Unreimbursed Economic Loss but are subject to the \$2,000.00 cap; and (3) three (3) years of three-bureau Credit Monitoring Services provided by Experian, Equifax, and Transunion - these services include identity restoration services and \$1 million in identity theft insurance. (4) In the alternative to compensation for Unreimbursed Out-of-Pocket Losses, Lost Time, and/or Credit Monitoring, Class Members can elect to make a claim for up to a \$100 Alternative Cash Payment. To receive this benefit, Settlement Class Members must submit a signed, valid claim form, but no additional documentation is required to make a claim. In the event that the total amount of Approved Claims exceeds the amount of the Net Settlement Fund, then the cash Settlement Payments to be paid for Approved Claims for Unreimbursed Out-of-Pocket Losses, Lost Time, or the Alternative Cash Payment shall be proportionately reduced on a pro rata basis and paid in accordance with the terms and conditions of the Settlement Agreement.*

*To submit a claim, you must be a Settlement Class Member whose Private Information was potentially compromised in the Data Incident and/or received Notice of this settlement with a **Unique ID and PIN**.*

Please be advised that any supporting documentation that you would like to provide must be submitted with this Claim Form.

CLAIM VERIFICATION: *All claims are subject to verification. You will be notified if additional information is needed to verify your claim.*

ASSISTANCE: *If you have questions about this Claim Form, please visit the Settlement Website at www.PinnaclePropaneDataSettlement.com for additional information.*

**PLEASE KEEP A COPY OF YOUR CLAIM FORM, SUPPORTING DOCUMENTATION,
AND PROOF OF MAILING FOR YOUR RECORDS.**

**Failure to submit required documentation, or to complete all parts of the Claim Form, may result in
denial of the claim, delay its processing, or otherwise adversely affect the claim.**

REGISTRATION

[illegible][illegible]

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[illegible]

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Instructions. Please follow the instructions below and answer the questions as instructed.

CLAIM INFORMATION

Section A. Confirm Your Eligibility

Was your Personally Identifiable Information (“PII”) compromised or potentially compromised in the Data Incident disclosed by Pinnacle Propane LLC, beginning in June 2023 or did you receive a Notice with a Unique ID indicating that you may be a member of the Class?

☐ YES ☐ NO

If yes, continue to the next question. If no, you are not a member of the Class and do not qualify to file a claim.

Did you incur financial expenses, suffer any other financial losses, or spend time remediating issues as a result of the Data Incident disclosed by Propane LLC beginning in June 2023? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc., or did you spend time monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remediating a falsified tax return, etc. as a result of the Data Incident?

☐ YES ☐ NO

*If yes, you may be eligible to fill out **Section B** of this form and provide corroborating documentation. If no, you are still eligible to fill out **Section C** or **Section D** of this form.*

Section B. Reimbursement for Out-of-Pocket Losses

If you suffered verifiable financial losses as a result of the Data Incident, you may be eligible to receive a payment to compensate you for these financial losses and lost time spent.

If it is verified that you meet all the criteria described in the Settlement Agreement, and you **submit** documentation that proves your losses and the dollar amount of those losses, you are eligible to receive a payment compensating you for your documented Out-of-Pocket Losses of up to **\$2,000 per person**. Out-of-Pocket Losses includes costs incurred on or after December 4, 2022, including: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Unreimbursed Economic Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (3) credit monitoring or other mitigative costs.

Class Members who elect to submit a claim for compensation of Out-of-Pocket Losses must provide the Settlement Administrator with information required to evaluate the claim, including: (1) the Class Member's name and current address; (2) documentation

supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) a verification, stating that the claim is true and correct, to the best of the Class Member's knowledge and belief, and is being made under penalty of perjury. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Providing adequate proof of your losses does not guarantee that you will be entitled to receive the full amount claimed. All claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

For each loss that you believe was incurred as a result of the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and all documentation that supports the loss. **You must provide ALL required information for this claim to be processed.** Supporting documents must be submitted with this Claim Form.

If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim. Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator's privacy policy is available at <https://www.analyticsllc.com/privacy-statement/>. Please do not directly communicate with Defendant regarding this matter. All inquiries are to be sent to the Settlement Administrator.

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
Example: Identity Theft Protection Service	07 — 17 — 20 M M D D Y Y	\$ 500.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	02 — 30 — 21 M M D D Y Y	\$ 250.00	Copy of the professional services bill
	— — — M M D D Y Y	\$.	
	— — — M M D D Y Y	\$.	
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(CONTINUED ON NEXT PAGE)

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
	— — M M D D Y Y	\$.	
	— — M M D D Y Y	\$.	

Reimbursement for Lost Time:

Class Members may submit a claim for up to six (6) hours of time spent remedying issues related to the Data Incident. Six (6) hours of lost time may be reimbursed at \$40 per hour (\$240 cap) if you provide an attestation as to the time you spent remedying issues related to the Data Incident. Examples of lost time spent remedying issues related to the Data Incident may include time spent remedying identity theft, fraud, misuse of private information, credit monitoring, or freezing credit reports.

If you spent time remedying issues related to the Data Incident, please list the number of hours you spent here: _____.

☐ **By checking this box, I declare that the information provided in this Claim Form to support my seeking relief for Lost Time is true and correct.**

Section C. Credit Monitoring Services

Class Members are eligible to enroll in three (3) years of three-bureau Credit Monitoring Services provided by Experian, Equifax, and Transunion - these services include identity restoration services and \$1 million in identity theft insurance.

By checking the below box, I choose to enroll in Credit Monitoring Services.

☐ Yes, I choose to enroll in Credit Monitoring Services.

Section D. \$100 Cash Compensation - Alternative Cash Payment

Class Members may, in lieu of making a claim for reimbursement of Out-of-Pocket Losses, Lost Time, and Credit Monitoring, elect to receive an alternative cash payment in an amount up to one hundred dollars (\$100) on a claims-made basis.

By checking the below box, I choose to receive a cash payment of up to \$100 in the alternative to compensation for Out-of-Pocket Losses, Lost Time, and Credit Monitoring Services.

NOTE: YOU MAY NOT SEEK BENEFITS FOR OUT-OF-POCKET LOSSES, LOST TIME, OR CREDIT MONITORING SERVICES IF YOU ARE FILING FOR THE ALTERNATIVE CASH PAYMENT IN THIS SECTION.

☐ Yes, I choose a cash payment of up to \$100 in the alternative to compensation for Out-of-Pocket Losses, Lost Time, and Credit Monitoring Services.

Section E. Class Member Affirmation

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature

M M

D D

Y Y Y Y

—

—

Date

Printed Name

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT
WWW.PINNACLEPROPANEDATASETTLEMENT.COM NO LATER THAN DECEMBER 13, 2024**

EXHIBIT D

Fitton v Pinnacle Propane, LLC,
Case No. 3:23-cv-1559 (N.D. Tex.)

You were previously mailed a Notice Postcard for the above-captioned action. Our records indicate you have not yet submitted a Claim Form. To qualify for a settlement benefit, you must complete and submit a Claim Form. All Claim Forms must be received online or postmarked on or before **DECEMBER 13, 2024**.

You can return a completed Claim Form by U.S. mail or submit a claim online at the settlement website: www.PinnaclePropaneDataSettlement.com.

If your claim includes a request for the reimbursement of out-of-pocket losses or expenses (which requires additional information and documentation), it is recommended that you submit your claim online.

If you have questions or need assistance, please contact the Settlement Administrator by email at PinnaclePropaneDataSettlement@noticeadministrator.com or by telephone toll free at 1-877-410-5068.

Pinnacle Propane Data Settlement
c/o Analytics Consulting LLC
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Chanhassen, MN 55317-2009