

CONTRA COSTA COUNTY SUPERIOR COURT

Notice of Class Action and Proposed Settlement

You may be entitled to receive benefits under this class action settlement.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Durham v. Bell-Carter Foods, LLC*, Civil Action No. C24-02160 pending in the Contra Costa County Superior Court (“Lawsuit”). For the precise terms and conditions of the settlement, please see the Settlement Agreement available at www.BCSettlement.com, by contacting the Claims Administrator at (833) 530-6668, or by accessing the Court docket in this case through the Court’s system at <https://www.cc-courts.org/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This notice may affect your rights – please read it carefully.

*A state court authorized this notice. This is **not** a solicitation from a lawyer.*

- The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of Bell-Carter Foods, LLC (“Bell-Carter”), personal information and protected health information stored by Bell-Carter, LLC, including names, Social Security numbers, dates of birth, and other information may have been compromised on or about September 7, 2022 (the “Data Security Incident”). Bell-Carter denies any wrongdoing or liability and maintains that it had meritorious defenses to the claims asserted, and it was prepared to vigorously defend the lawsuit but encourages all persons who qualify as members of the Settlement Class to participate in the Settlement. The settlement is not an admission of wrongdoing or an indication that Bell-Carter has violated any laws.
- If your information was potentially compromised in the Data Security Incident, you are a Settlement Class Member.
- **Any Settlement Class Member may submit a Claim Form for Settlement Benefits. Settlement Class Members who submit timely and valid Claims are eligible to receive either (i) reimbursement for documented Ordinary Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$175.00 per Settlement Class Member; (ii) reimbursement for documented Extraordinary Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$4,500.00 per Settlement Class Member; or (iii) reimbursement for Lost Time, at a rate of \$20 per hour for up to three (3) hours, with respect to time spent addressing any personal impact of the Data Security Incident.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: OCTOBER 16, 2025	This is the only way for Settlement Class Members can request Settlement Benefits. Settlement Class Members who submit valid and timely Claim Forms are potentially eligible to receive up to (i) \$60 for Lost Time, (ii) \$175 for Ordinary Losses incurred as a result of the Incident, or (iii) \$4,500 for Extraordinary Losses incurred as a result of the Incident
DO NOTHING	Unless you exclude yourself, you are automatically part of this Settlement. If you are a Settlement Class Member and do not submit a Claim Form you will not receive anything from the Settlement, and you will still give up the right to sue Bell-Carter regarding the legal claims resolved by this Settlement.
EXCLUDE YOURSELF DEADLINE: OCTOBER 16, 2025	If you Opt-Out of the Settlement by timely submitting a valid Request to Exclude yourself from the Settlement, you will not receive any Settlement Benefits from the Settlement, but you will not be bound by the terms of the Settlement Agreement if approved by the Court.
OBJECT: DEADLINE: OCTOBER 16, 2025	If you do not exclude yourself from the Settlement Class, you may object to the Settlement or to Settlement Class Counsel's or the Representative Plaintiff's requests for Class Counsels' Attorneys' Fees and Expenses Award and Service Awards, respectively.
GO TO A HEARING ON NOVEMBER 6, 2025, AT 9:00 A.M. PACIFIC TIME	You may object to the Settlement and ask the Court permission to speak at the Fairness Hearing about your objection.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

The Court still must decide whether to approve the Settlement. No Settlement Benefits will be provided or payments made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

QUESTIONS? READ ON AND VISIT WWW.BCSETTLEMENT.COM

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BASIC INFORMATION

Why is this notice being provided?

This Class Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Final Approval Hearing to be held by the Court to consider, among other things, (a) whether the Settlement is fair, reasonable and adequate and should be approved; and (b) whether to grant Settlement Class Counsel's request for Settlement Class Counsels' Attorneys' Fees and Expenses Award and the Representative Plaintiff's request for a Service Award. This Class Notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the Settlement Benefits available), and your legal rights and obligations. This Class Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Lawsuit.

The Contra Costa Superior Court is overseeing this action, which is known as *Durham v. Bell-Carter Foods, LLC*, Civil Action No. C24-02160 ("Lawsuit"). The person who filed the lawsuit is called the "Representative Plaintiff." Bell-Carter, LLC ("Bell-Carter"), is the "Defendant."

What is this lawsuit about?

The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of Bell-Carter, personal information stored by Bell-Carter, including names, Social Security numbers, dates of birth, and other information may have been accessed or compromised on or about September 7, 2022.

Plaintiffs claim that Bell-Carter did not adequately protect personal information and that as a result of the Data Security Incident they were harmed. Bell-Carter denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

Why is this a class action?

In a class action, one or more people called "class representatives" or "Representative Plaintiffs" sue on behalf of themselves and other people with similar claims. The Plaintiff (the Representative Plaintiff here), together with the people he represents, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who timely exclude themselves from the Settlement Class. In this case, the Representative Plaintiff is Kenneth Durham.

Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Bell-Carter. Instead, both sides agreed to a settlement. Settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to members of the Settlement Class. The Representative Plaintiff and attorneys for the Settlement Class ("Settlement Class Counsel") believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

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

You are included in the Settlement Class if you are a member of the following:

all individuals within the United States whose Personal Information was alleged to be compromised in the Incident, including those who received notice of the breach. Excluded from the Settlement Class is any judge presiding over the Litigation and any members of their first-degree relatives, judicial staff and persons who timely and validly request exclusion from the Settlement Class.

What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, call the toll-free number, 1-833-530-6668. You also may write with questions to: Bell-Carter Data Security Incident, c/o Stretto, Inc., 410 Exchange, Ste. 100, Irvine, CA 92602 or go to www.bcsettlement.com.

THE SETTLEMENT BENEFITS

What benefits does the Settlement provide?

Bell-Carter will provide Settlement Class Members the following Settlement Benefits under the Settlement pursuant to the terms and conditions of the Settlement Agreement: (1) compensation for Lost Time for the lost time spent dealing with the Data Security Incident of up to three hours at \$20 per hour; and either (2)(a) reimbursement for documented Ordinary Losses incurred as a result of the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$175.00 per Settlement Class Member; or (b) reimbursement for documented Extraordinary Losses incurred as a result of the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$4,500.00 per Settlement Class Member.

Complete details regarding the Settlement Benefits are available in the Settlement Agreement, which is available at www.BCSettlement.com.

Tell me more about reimbursement of Ordinary and Extraordinary Losses.

Any Settlement Class Member may submit a Claim Form for reimbursement of documented Losses incurred as a result of the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$175 for Ordinary Losses or \$4,500 for Extraordinary Losses per Settlement Class Member. Ordinary Losses shall be deemed fairly traceable to the Data Security Incident if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Incident; (iii) the loss occurred on or after September 7, 2022, and before 90 days from the date that notice is mailed to the Settlement Class; (iv) the member made reasonable efforts to avoid, or seek and reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance, identity-theft insurance, or

any other insurance available to them; (v) the member provides third party documents showing that the member suffered the loss; (vi) the member provides an attestation to each of the foregoing that also includes a written description of how the loss came to be and a statement that the documents showing the loss are authentic; and (vii) the Claims Administrator, after reviewing the claim and attestation for qualification, completeness, and plausibility, approves the loss as valid.

Extraordinary Losses shall be deemed fairly traceable to the Data Security Incident if: (i) the loss is an actual, documented, and unreimbursed monetary loss that is supported by third-party documentation, such as a police report; (ii) the loss was more likely than not caused by the Incident; (iii) the loss resulted in identity theft, fraud, or likely crime victimization; (iv) the loss occurred on or after September 7, 2022, and before 90 days from the date that notice is mailed to the Settlement Class; (v) the member made reasonable efforts to avoid, or seek and reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance, identity-theft insurance, or any other insurance available to them; (vi) the loss was not already covered by one or more of the normal reimbursement categories; (vii) the member provides an attestation, sworn upon penalty of perjury to each of the foregoing that also includes a written description of how the loss came to be and a statement that the documents showing the loss are authentic; (viii) the Defendant has, if it chooses to do so, reviewed and approved the claim; and (ix) the Claims Administrator, after reviewing the claim and attestation for qualification, completeness, and plausibility, approves the loss as valid.

Settlement Class Members seeking Ordinary or Extraordinary Losses under this Settlement Agreement must complete and submit a Claim Form to the Claims Administrator: (a) postmarked or submitted electronically on or before the Claims Filing Deadline; (b) be signed by the Settlement Class Member under the penalty of perjury; and (c) provide Reasonable Documentation as required by the Claim Form. Failure to provide Reasonable Documentation or other information as requested on the Claim Form or by the Claims Administrator shall result in denial of a Settlement Claim.

Tell me more about filing a Claim for Lost Time.

Any Settlement Class Member may submit a Claim Form for compensation of Lost Time for the lost time spent dealing with the Data Security Incident of up to three hours at \$20 per hour. Settlement Class Members seeking compensation for Lost Time under the Settlement Agreement must complete and submit a Claim Form to the Claims Administrator: (a) postmarked or submitted electronically on or before the Claims Filing Deadline; and (b) must be signed by the Settlement Class Member under the penalty of perjury attest under penalty of perjury as to the hours that they spent dealing with the Data Security Incident.

A Settlement Class Member may submit one claim for both Lost Time and for an Ordinary or Extraordinary Loss.

Is there a limit on the total amount of recovery for Settlement Class Members?

Yes. A Settlement Class Member who submits a valid claim will receive up to (i) \$60 for Lost Time, (ii) \$175 for Ordinary Losses, or (iii) \$4,500 for Extraordinary Losses.

When will I receive my Cash Payment under the Settlement?

The Claims administrator will determine your eligibility and calculate the amount of your Cash Payment. The Claims Administrator will notify you of any deficiencies with respect to your claim and then issue a final decision on your Claim.

Please ensure you provide a current, valid email address with your Claim submission. The Claims Administrator will notify you of whether your Claim was approved or denied and whether you are entitled to a Cash Payment. The Claims Administrator will provide you with digital payment options for payment, such as PayPal, Venmo, or Zelle. You will also have the option to request that a paper check be mailed to you at the address provided in your Claim Form.

Cash Payments for Approved Claims will not be made until after the Effective Date specified in the Settlement Agreement, which is after the Settlement is finally approved and all appeals and other reviews have been exhausted.

What am I giving up as part of the Settlement?

Unless you exclude yourself, you cannot sue Bell-Carter or be part of any lawsuit against Bell-Carter involving any of the issues in this Lawsuit. Unless you exclude yourself, you will be subject to and bound by all of the decisions by the Court in this lawsuit. You will be releasing all claims against Bell-Carter and all related entities and individuals, as described in Paragraph 8 of the Settlement Agreement.

The Settlement Agreement is available at www.BCSettlement.com or by calling 1-833-530-6668. The Settlement Agreement describes the Released Claims and Released Parties, so please read it carefully. If you have any questions about what this means, you can talk to Settlement Class Counsel, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

Yes, you do have a lawyer in the case. The Court appointed the law firm of Meyer Wilson to represent the Settlement Class. This firm is called "Settlement Class Counsel." You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Settlement Class Counsel will ask the Court for Bell-Carter to approve an Attorneys' Fees and Expenses Award of up to \$130,000, and Representative Plaintiff's Service Awards not to exceed \$3,000. The Court will ultimately decide the appropriate amount of attorneys' fees, expenses, and service awards.

EXCLUDING YOURSELF FROM THE SETTLEMENT

What does it mean to exclude myself from the Settlement?

If you want to keep the right to sue Bell-Carter regarding the claims asserted in this Lawsuit, you must take steps to exclude yourself from the Settlement Class. Excluding yourself is also called “opting out” of the Settlement.

If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you cannot get any Settlement Benefits under the Settlement Agreement and you cannot object to the Settlement or Settlement Class Counsels’ requests for an Attorneys’ Fees and Expenses Award or Representative Plaintiff’s Service Award.

If I do not exclude myself, can I sue later?

Yes. If you do not exclude yourself, you cannot later sue Bell-Carter or any of the Released Parties specified under the Settlement Agreement. Unless you exclude yourself, you give up the right to sue Bell-Carter and the Release Parties for all claims asserted in the Lawsuit and subject to the Settlement Agreement.

How do I exclude myself from the Settlement?

To exclude yourself from the proposed Settlement, you must timely submit, by U.S. Mail, written notice of your intent to opt-out of the Settlement to the Claims Administrator’s designated address established for opt-outs. The written notice must clearly manifest your intent to be excluded from the Settlement Class in *Durham v. Bell-Carter Foods, LLC*, and must be signed by you. You can only request exclusion for yourself: you cannot request to exclude any other member of the Settlement Class. Mass opt-outs are not permitted.

To be effective, written notice must be postmarked or submitted online to the Claims Administrator by October 16, 2025, and mailed to:

Bell-Carter Data Security Incident
c/o Stretto, Inc.
410 Exchange, Ste. 100
Irvine, CA 92602

You cannot ask to be excluded on the phone, by email, or on the website.

OBJECTING TO THE SETTLEMENT

How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can object to or comment on the Settlement, Settlement Class Counsel's request for attorneys' fees and expenses, and/or the Representative Plaintiff's request for service awards. To object, you must state in writing that you object to the Settlement, and include the following information in your written objection:

1. Identify the case name and number;
2. Your full name, address, telephone number and e-mail address;
3. Information identifying you as a Settlement Class Member including proof that you are a member of the Settlement Class;
4. A statement as to whether your objection applies only to you, to a specific subset of the Settlement Class or to the entire Class;
5. A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe applicable;
6. The identity of any counsel representing you;
7. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing you who intends to appear at the Final Approval Hearing;
8. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
9. Your signature and the signature of your duly authorized representative (along with documentation setting forth such legal incapacitation and representation).

Failure to include this information may be grounds for the Court to disregard your objection.

To be considered timely, any valid objection in the appropriate form must be **filed** with the Clerk of the Court for the Contra Costa Superior Court no later than ninety (90) days following the Notice Date. The Settlement Class Member must also **mail** a copy of their objection to the following deifferent places, postmarked no later than ninety (90) days after the Notice Date:

Court	Plaintiffs' Counsel	Bell-Carter's Counsel
Clerk of the Court Contra Costa Superior Court Wakefield Taylor Courthouse 725 Court Street Martinez, California 94553	Matthew R. Wilson Meyer Wilson Co., LPA 305 W. Nationwide Blvd. Columbus, OH 43215	M. Ryan Pinkston Seyfarth Shaw LLP 560 Mission Street Suite 3100 San Francisco, CA 94105

What is the difference between objecting and asking to be excluded?

You can object to the Settlement when you wish to remain a Settlement Class Member and be subject to the Settlement but disagree with some aspect of the Settlement, including Settlement Class Counsel's requests for Attorneys' Fees and Expenses Award and Representative Plaintiff's Service Award. An objection allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose the right to receive any Settlement Benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

FINAL APPROVAL HEARING

When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. Pacific on November 6, 2025, in Department 39 at the Contra Costa Superior Court, Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Settlement Class Counsel's request for Attorneys' Fees and Expenses Award and a Service Award for the Representative Plaintiff. If there are objections, the Court will consider them during the Final Approval Hearing. After the Final Approval Hearing, the Court will decide whether to approve the Settlement Agreement and determine how much to award to Settlement Class Counsel for attorney fees and expenses and to Representative Plaintiff for Service Award. You do not need to attend.

The Final Approval Hearing may be moved to a different date or time without additional notice, which shall be posted on the Settlement Website. If you wish to attend the Final Approval Hearing it is recommended that you periodically check www.BCSettlement.com to confirm the date of the Final Approval Hearing.

Do I have to come to the Final Approval Hearing?

You do not have to attend the Final Approval Hearing. Settlement Class Counsel will attend this hearing and will answer any questions that the Court may have regarding the Settlement. However, you are welcome to attend this hearing at your own expense. If you submit a written objection, you do not have to come to the Final Approval Hearing to raise your objection. As long as you timely **filed** your objection with the Court and **mailed** your objection to the Court, Settlement Class Counsel, and Bell-Carter's Counsel, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

May I speak at the Final Approval Hearing?

Yes, you may speak at the Final Approval Hearing. If you would like to do so, you must include within a timely and valid objection, as described above, that you intend to personally appear and testify at the Final Approval Hearing and you must identify any counsel representing

you who intends to appear at the Final Approval Hearing. You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will be legally bound by any Settlement approved by the Court but you will not receive any Settlement Benefits under the Settlement Agreement related to the Data Security Incident. You will not be able to bring a lawsuit or assert any legal claims against Bell-Carter and the Released Parties about the claims raised in this Lawsuit.

GETTING MORE INFORMATION

How do I get more information about the Settlement?

This notice summarizes the Settlement but more details are included in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.BCSettlement.com or by contacting the Claims Administrator at (833) 530-6668 or Bell-Carter Data Security Incident, c/o Stretto, Inc., 410 Exchange, Ste. 100, Irvine, CA 92602.

You can also download a copy of the Claim Form, or get additional information about the Settlement and Lawsuit, from the Settlement Website or by contacting the Claims Administrator at the toll-free number, (833) 530-6668.