

NOTICE OF CLASS ACTION SETTLEMENT

WESTERN DISTRICT OF NEW YORK

Blankenship v. Leonard's Express, Inc.

Case No. 1:24-cv-00618-JLS

If you were notified of a cybersecurity incident on or around June 17, 2024, by Leonard's Express, Inc., you may be eligible for benefits from a class action settlement.

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

A settlement has been proposed (the "Settlement" or "Settlement Agreement") with Leonard's Express, Inc. ("Defendant") in a class action lawsuit arising out of a cybersecurity incident impacting Defendant (the "Incident"). The Settlement provides benefits as described in this notice. If you are a Settlement Class Member, there are benefits available to you from the proposed settlement. The settlement includes all persons residing in the United States who were notified in or around June 17, 2024, via written notice, that their personally identifiable information ("PII") may have been involved in the cybersecurity Incident. **The easiest way to submit a claim under the Settlement is online at www.LeonardsExpressSettlement.com.**

The settlement provides payments and other benefits to people who submit valid claims for certain documented out-of-pocket expenses and credit monitoring services. More specifically, the settlement relief includes:

- **Credit Monitoring:** With this Settlement, you can submit a claim for one year of credit monitoring protection services.
- **Compensation for Documented Out-of-Pocket Expenses:** If you have incurred actual, unreimbursed expenses as a result of the Incident, you can make a claim for reimbursement for up to \$650.00. Out-of-Pocket Expenses include: (i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) professional fees (e.g. attorneys, credit repair professionals, IT professionals); (vii) gasoline for local travel; and/or (viii) credit monitoring or other identity theft monitoring purchased by Settlement Class Members between November 30, 2023 and the Notice Date. You must include documentation to support that the out-of-pocket expenses were the result of the cybersecurity Incident.
- **Alternative Cash Payment:** In lieu of submitting a claim for out-of-pocket losses, Settlement Class members may submit a claim for a one-time cash payment of \$29. This alternative cash payment may not be combined with a request for Credit Monitoring.
- **Aggregate Cap:** Notwithstanding the above, total payments for Documented Out-of-Pocket Expenses and Alternative Cash Payment shall not exceed \$325,000 in the aggregate. To the extent valid claims for Documented Out-of-Pocket Expenses and Alternative Cash Payments exceeds \$325,000 collectively, those claims will be reduced on a pro rata basis.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

Questions? Visit www.LeonardsExpressSettlement.com or Call 1-888-324-9833

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for Settlement Benefits	<p>You must submit a claim form in order to receive any of the above-listed benefits. Your claim form must include your CPT ID found on the postcard notice sent to you or available from the Claims Administrator.</p> <p>For more detailed information, see Question 8.</p>	July 03, 2025
Exclude yourself from the Settlement	<p>You can exclude yourself from the Settlement by informing the Claims Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Defendant (or any Released Parties) for claims related to the cybersecurity Incident. If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 15.</p>	June 03, 2025
Object to or comment on the Settlement	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue Defendant (or any Released Parties) for claims related to the cybersecurity Incident, as described in the Settlement Agreement available on the Settlement website, www.LeonardsExpressSettlement.com.</p> <p>For more detailed information, see Question 16.</p>	June 03, 2025
Do Nothing	<p>If you do nothing, you will not be entitled to any of the above-listed benefits. If the Settlement becomes final, you will give up your rights to sue Defendant (or any Released Parties) separately for claims relating to the cybersecurity Incident or to continue to pursue any such claims you have already filed.</p>	

These rights and options – **and how and when you need to exercise them** – are explained in this notice.

The Court that is presiding over this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

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BASIC INFORMATION

1. What is this notice, and why did I get it?

A Court authorized this notice to inform you how you may be affected by this proposed settlement. This notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement if your information was potentially involved in the cybersecurity Incident.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this settlement, see Question 5.

2. What is this lawsuit about?

This lawsuit involves claims that Defendant is responsible for a cybersecurity incident involving the unauthorized access to Leonard's Express's system that was the subject of notices provided by Defendant on or around June 17, 2024 (the "Incident").

Defendant denies these claims and any wrongdoing. No court or other judicial entity has made any judgment or other determination of any wrongdoing by any Defendant.

3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement after arms-length settlement negotiations. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the class and the attorneys for the settlement class ("Class Counsel," see Question 12) believe that the settlement is in the best interests of the Settlement Class Members.

WHO IS PART OF THE SETTLEMENT?

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

You are a Settlement Class Member if you reside in the United States and were notified on or around June 17, 2024, via written notice, that your personal information may have been involved in the cybersecurity Incident.

If you are not sure whether you are included in the settlement, you may contact the Claims Administrator at 1-888-324-9833 or by email at LeonardsExpressSettlement@cptgroup.com with questions.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides:

- Compensation for unreimbursed, out-of-pocket expenses;
- One year of credit monitoring (Question 7);
- Alternative cash payment (in lieu of reimbursement for out-of-pocket expenses and credit monitoring);
- Payment of costs of notifying Settlement Class Members and administering the Settlement;
- Payment of Attorneys' Fees, costs, expenses, and service awards as approved by the Court (Questions 13-14).

Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Expenses: Settlement Class Members that have documented out-of-pocket losses as a result of the cybersecurity Incident can make a claim for reimbursement for up to \$650.00. Out-of-Pocket Expenses that are eligible for reimbursement include the following: (i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) professional fees (e.g. attorneys, credit repair professionals, IT professionals); (vii) gasoline for local travel; and/or (viii) credit monitoring or other identity theft monitoring purchased by Settlement Class Members between November 30, 2023 and the Notice Date.

To claim reimbursement for Out-of-Pocket Expenses, you must submit documentation supporting this claim, including, but not limited to credit card statements, bank statements, invoices, telephone records, and receipts.

Settlement Benefit: Credit Monitoring: You can submit a claim for one year of credit monitoring protection services.

Settlement Benefit: Alternative Cash Payment: You may submit a claim for a one-time cash payment of \$29. This alternative cash payment may *not* be combined with a request for Out-of-Pocket Expenses or Credit Monitoring.

Aggregate Cap: Regardless of the above benefits, total payments for Documented Out-of-Pocket Expenses and Alternative Cash Payment shall not exceed \$325,000 in the aggregate. To the extent valid claims for Documented Out-of-Pocket Expenses and Alternative Cash Payments exceeds \$325,000 collectively, those claims will be reduced on a pro rata basis.

The Claims Administrator will decide if your claim is valid. Only valid claims will be paid/approved. The deadline to file a claim for Out-of-Pocket Expenses, and/or Credit Monitoring is **July 03, 2025**. **The amount of your claim may be reduced or increased depending on the total amount of claims. See Question 9.**

7. How will the Settlement help me protect against future fraud?

Settlement Class Members can submit a claim for one year of credit monitoring protection.

The deadline to file a claim for Credit Monitoring is **July 03, 2025**. If you submit a valid claim form and elect to enroll in Credit Monitoring, you will receive enrollment instructions by email after the settlement is final.

HOW DO YOU RECEIVE A BENEFIT?

8. How do I file a claim for Credit Monitoring, Out-of-Pocket Expenses, or Lost Time?

To file a claim for credit monitoring or Out-of-Pocket Expenses, you will either need to file a claim form with your CPT ID, which can be found on the post-card notice you received or by contacting the Claims Administrator. **The easiest way to submit a claim form is online, by filling out the form at www.LeonardsExpressSettlement.com.** You can also download a paper claim form and return a completed claim form by mail addressed to:

Blankenship v. Leonard's Express, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

The deadline to file a claim is **July 03, 2025** (this is the last day to file online and the postmark deadline for mailed claims).

9. How will claims be decided?

The Claims Administrator will decide whether the information provided on each Claim Form is complete and valid. The Claims Administrator may require additional information. If you do not provide the additional information in a timely manner the claim will be considered invalid and will not be paid.

Approved Claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Claims Administrator.

10. When will I get my payment?

The Court will hold a hearing on **July 10, 2025**, to decide whether to approve the Settlement Agreement. The hearing may be remote or in-person so check the website for details. If the Court approves the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

11. What am I giving up as part of the Settlement?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the cybersecurity Incident against Defendant and any Released Parties when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Defendant or any Released Parties for any harm related to the cybersecurity Incident or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see Question 15), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Defendant or any Released Parties regarding the cybersecurity Incident.

Page 7 of the Settlement Agreement defines the claims and parties that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at www.LeonardsExpressSettlement.com.

Questions? Visit www.LeonardsExpressSettlement.com or Call 1-888-324-9833

If you have any questions, you can contact the Claims Administrator (*see* Question 17).

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court appointed Christina M. Gullo of The Kantor Gullo Law Firm, PLLC and Jarrett L. Ellzey of Ellzey Kherkher Sanford Montgomery, LLP as Interim Co-Lead 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.

13. How will the lawyers be paid?

Class Counsel has undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them Attorneys' Fees, costs, and expenses. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsels' request for Attorneys' Fees and Costs (which must be approved by the Court) will be filed by **May 27, 2025**, and will be available to view on the Settlement website at www.LeonardsExpressSettlement.com.

14. Will the Settlement Class Representatives receive additional money?

Subject to Court approval, Class Counsel will file a motion for approval of a service award in the amount of \$3,000 to the named Plaintiff.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the Settlement?

If you are a member of the Settlement Class, you may exclude yourself from the Settlement (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against Defendant, and you may file your own lawsuit against Defendant based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

IMPORTANT: You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must mail or email a "request for exclusion," postmarked no later than **June 03, 2025**, to:

Blankenship v. Leonard's Express, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
LeonardsExpressSettlement@cptgroup.com

The statement must contain the following information:

- (i) Identify the case name of the Action;
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion (or his/her parent or legal guardian, if a minor child);
- (iv) Include a statement clearly indicating the individual's intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request (or, in the case of a minor, the personal signature of the minor's parent or legal guardian appears on the request).

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or do not like the Settlement Agreement?

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a written objection stating that you object to the Settlement. Your objection must include:

- (i) The case name and number of the Action;
- (ii) The name, address, telephone number, and email (if any) of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (v) A statement of the specific grounds for the objection; and
- (vi) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must be filed electronically with the Court by **June 03, 2025**, or mailed, postmarked no later than **June 03, 2025**, to the following addresses:

COURT	DEFENDANT'S COUNSEL	LEAD CLASS COUNSEL
U.S. District Court Western District of New York Robert H. Jackson United States Courthouse 2 Niagara Square Buffalo, NY 14202	BAKER & HOSTETLER LLP Eric R. Fish 45 Rockefeller Plaza New York, NY 10111	THE KANTOR GULLO LAW FIRM, PLLC Christina M. Gullo 348 Harris Hill Road, Ste. A Williamsville, NY 14221 EKSM LLP Jarrett L. Ellzey 4200 Montrose Blvd., Ste. 200 Houston, TX 77006

If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on **July 10, 2025, at 10:00 a.m. ET** before the Honorable John L. Sinatra, Jr. either at the United States District Court for the Western District of New York located at the Robert H. Jackson United States Courthouse, 2 Niagara Square, Buffalo, NY 14202 or via a remote location. This hearing date, time, and location may be moved. Please refer to the Settlement website www.LeonardsExpressSettlement.com for notice of any changes.

GETTING MORE INFORMATION

17. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement website at www.LeonardsExpressSettlement.com or call 1-888-324-9833. You can also contact the Claims Administrator by mailing a letter to the Claims Administrator, Blankenship v. Leonard's Express, Inc., c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private lawyer at your own expense if you wish to do so.

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Claims Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

Please do not contact the Court, its Clerks, or Defendant other than as specified in this Notice.