

Pierce v. SinglePoint Outsourcing, No. VCU314801

Superior Court for the State of California for the County of Tulare

If your Private Information was potentially compromised in the Data Incident that SinglePoint experienced in November 2023, you may be entitled to benefits from a class action settlement.

*A California Court has authorized this Notice. This is **not** a solicitation from a lawyer.*

- A \$650,000.00 Settlement has been proposed in a class action lawsuit against SinglePoint Outsourcing, Inc. (“SinglePoint” or “Defendant”) arising from a cybersecurity incident SinglePoint experienced on or about November 8, 2023 through November 9, 2023 that impacted the Private Information of Plaintiff and Settlement Class Members.
- The Settlement Class includes all individuals residing in the United States whose PII was compromised in the Data Breach, including those who received notice of the breach.

Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) SinglePoint and its subsidiaries, parent companies, successors, predecessors, and any entity in which SinglePoint, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

- Under the terms of the Settlement, Settlement Class Members who submit a timely and valid Claim Form may receive (i) a Documented Loss Payment up to \$5,000.00 per individual **or** (ii) an Alternative Cash Payment; **and** (iii) two (2) years of three-bureau credit monitoring services. If eligible, Class Members can also claim a California Statutory Cash Payment.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a timely and valid Claim Form.	Submitted online or Postmarked by October 5, 2026
OPT OUT OF THE SETTLEMENT	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by September 4, 2026
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by September 4, 2026
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	No deadline

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Pierce v. SinglePoint Outsourcing*, No. VCU314801 in the Superior Court for the State of California for the County of Tulare (the “Action”).

2. What is this lawsuit about?

Plaintiff Ronald Pierce (“Class Representative” or “Plaintiff”), individually and on behalf of the Settlement Class, filed this lawsuit against Defendant alleging that on or about November 8, 2023 through November 9, 2023, SinglePoint experienced a cybersecurity incident that impacted the Private Information of the Settlement Class. SinglePoint denies any and all wrongdoing.

3. What is a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. Plaintiff and Class Counsel believe that the Settlement is in the best interests of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

Settlement Class includes all individuals residing in the United States whose PII was compromised in the Data Breach, including all those who received notice of the breach.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) SinglePoint and its subsidiaries, parent companies, successors, predecessors, and any entity in which SinglePoint, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

7. What if I am still not sure whether I am part of the Settlement?

If you are not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.SinglePointDataSettlement.com or call the Settlement Administrator's toll-free telephone number at 1-844-542-3058.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible for the following Settlement benefits:

- 1) **Documented Loss Payment:** Class Members may submit a claim for a Documented Loss cumulatively up to \$5,000.00 per individual. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are fairly attributable to the Data Security Incident and incurred on or after November 8, 2023. Such losses may include long distance telephone charges, cell phone minutes (if charged by the minute), internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident), documented costs paid for credit monitoring services and/or fraud resolution services purchased between November 8, 2023, and the Claims Deadline, provided the Claimant provides a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes, documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident, and other documented losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.
- 2) **Alternative Cash Payment:** In lieu of making a Documented Loss Payment claim, Class Members may submit a claim to receive a cash payment which will be adjusted on a *pro rata* basis. The amount of the Alternative Cash Payment will be determined in accordance with the Plan of Allocation in Section 3.10 of the Settlement Agreement after amounts sufficient to pay valid claims for Document Loss Payment, taxes, Administrative Expenses, Service Awards, the Fee Award and Costs, the approved California Statutory Cash Payment claims, and the costs of monitoring services have been deducted from the Settlement Fund. Settlement Class Members will not need to supply any documentary proof to select this option. The value of the Alternative Cash Payment is estimated to be \$50.00 or more.
- 3) **California Statutory Cash Payment:** In addition to making a claim for Documented Loss Payment or Alternative Cash Payment, Class Members who are residents of California (and/or who resided in California at any point between November 8, 2023, and the Claims Deadline) will also be entitled to an additional cash payment in the amount of \$100.00, which may be adjusted downward on a *pro rata* basis based on the number of claims filed. To qualify for the California Statutory Cash Payment, Settlement Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.
- 4) **Credit Monitoring Services:** All Class Members can claim two (2) years of three-bureau credit monitoring services.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section 4 of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read the section carefully. The Settlement Agreement is available at www.SinglePointDataSettlement.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a timely and valid Claim Form, **postmarked** or **submitted online** by **October 5, 2026**. Claim Forms may be submitted online at www.SinglePointDataSettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address below. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-844-542-3058 or by writing to:

SinglePoint Settlement Administrator
P.O. Box 589
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by October 5, 2026.

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-844-542-3058, by writing to info@SinglePointDataSettlement.com or to:

SinglePoint Settlement Administrator
P.O. Box 589
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and valid Claim Form, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.SinglePointDataSettlement.com for updates.

14. How will I receive my payment?

If you submit a timely and valid Claim Form for payment, and if your Claim and the Settlement are finally approved, you will be sent a digital payment via the digital payment method that you select when you file your Claim Form. If you do not exercise the option to receive your payment via a digital payment method, your payment will be issued via a physical check sent by U.S. Mail. Please ensure you have provided a current and complete email address. If you select a physical check, the Settlement Administrator will attempt to send the check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel lawyer to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following address and phone number:

John J. Nelson
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
280 S. Beverly Drive
Beverly Hills, CA 90212
(858) 209-6941

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorney fees of up to one-third of the Settlement Fund (i.e. \$216,666.67) and reasonable costs and expenses. The Court may award less than the amount requested. Class Counsel may also request approval of Service Award of \$1,500.00 for the Class Representative. If awarded by the Court, the Settlement Administrator will pay attorney fees, costs, expenses, and Service Award out of the \$650,000.00 Settlement Fund.

Class Counsel's motion for Attorney Fees, Costs, Expenses, and Service Award will be made available on the Settlement Website at www.singlepointdatasettlement.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out and exclude yourself from the Settlement, you must timely submit a Request for Exclusion to the Settlement Administrator, postmarked **no later than September 4, 2026**. Your

Request for Exclusion should be in writing and should identify the case (e.g., by writing “*Pierce v. SinglePoint Outsourcing*, No. VCU314801); state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; be physically signed by the person(s) seeking exclusion; and should also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in “*Pierce v. SinglePoint Outsourcing*” or substantially similar.

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt outs.

The Request for Exclusion must be **mailed** to the Settlement Administrator at the following address, and be **postmarked no later than September 4, 2026**:

SinglePoint Settlement Administrator
Exclusions
P.O. Box 589
Baton Rouge, LA 70821

You cannot opt out by telephone or by email.

18. If I opt out, can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel’s motion for Attorneys’ Fees, Costs, and Expenses.

Written objections must be submitted to the Settlement Administrator, postmarked or emailed **no later than September 4, 2026**. You may also enter an appearance in the Action, at your own expense, individually or through counsel of your own choice.

All written objections and supporting papers should:

- a) clearly state the Settlement Class Member’s full name, current mailing address, unique identifier of the Settlement Class Member, and telephone number;
- b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident);
- c) identify the specific factual and legal grounds for the objection;

- d) identify all counsel representing the Settlement Class Member, if any;
- e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years;
- f) contain a statement regarding whether the Settlement Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and
- g) the signature of the objector.

All objections must be emailed or mailed to the Settlement Administrator, postmarked **no later than September 4, 2026**.

SinglePoint Settlement Administrator
Objections
P.O. Box 589
Baton Rouge, LA 70821

Any Settlement Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections, unless they personally appear at the final approval hearing and orally state their objection.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **January 14, 2027 at 8:30 a.m. PT** to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, Expenses, and Service Award. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at www.SinglePointDataSettlement.com.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.SinglePointDataSettlement.com, by calling 1-844-542-3058, by writing to info@SinglePointDataSettlement.com or:

SinglePoint Settlement Administrator
P.O. Box 589
Baton Rouge, LA 70821

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