

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If Crossbreed Holsters Notified You of a Data Security Incident, You May be Eligible for a Cash Payment from a Class Action Settlement, But You Need to Act.

Your Claimant ID: <<Claimant_ID>>

This is not spam, an advertisement, or a lawyer solicitation. A court authorized this Notice.

- This is a court-authorized Notice of a proposed Settlement in a class action lawsuit, *Louis Tehan. v. MTC Holsters, LLC, d/b/a Crossbreed Holsters*, Case No. 6:23-cv-03129-SRB, currently pending in the District Court for the Western District of Missouri (“Lawsuit”).
- The Lawsuit alleges that MTC Holsters, LLC, d/b/a Crossbreed Holsters (“Crossbreed”) was negligent and breached contractual and statutory duties in connection with a data security incident discovered on December 5, 2022. Crossbreed contests these claims and denies that it did anything wrong.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) reimbursement for up to \$500 for documented Out-of-Pocket Losses and fees for credit reports, credit monitoring, or other identity theft insurance products; (2) reimbursement for up to three (3) hours of lost time spent remedying issues related to the Data Incident (reimbursed at a rate of \$35 per hour); and (3) reimbursement for documented Extraordinary Out-of-Pocket Losses, not to exceed \$2,500 per Settlement Class Member, for proven actual monetary losses.
- Crossbreed has also implemented enhanced data security measures to further protect Plaintiff’s and Class Members’ personally identifiable information (“PII”).
- You are included in this Settlement as a Settlement Class Member if you were sent a notice of the data security incident.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully. This Notice explains the nature of the lawsuit, the terms of the proposed Class Settlement, and your legal rights and obligations.
- You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. To read the precise terms and conditions of the Settlement, you can access a copy of the Settlement Agreement at www.MTCHolstersSettlement.com. You may also contact the Settlement Administrator via email at MTCHolstersSettlement@AtticusAdmin.com.

Summary of Your Legal Rights and Options in This Settlement		Deadline
Submit a Claim	The only way to be eligible to receive a Claimant Award from this Settlement is by submitting a timely and valid Claim Form. The Claim Form must be submitted no later than January 9, 2025 .	January 9, 2025
Opt Out of the Settlement	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.	January 9, 2025

Object to the Settlement and/or Attend a Hearing	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a Claimant Award.	January 9, 2025
Do Nothing	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

What Is This Lawsuit About?

Plaintiff filed the Lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information (“PII”) was potentially impacted as a result of the Data Incident.

This Lawsuit arises out of alleged unauthorized access to Crossbreed’s data systems, that occurred in or about December 5, 2022 (the “Data Incident”), and allegations concerning certain data potentially accessed during the Data Incident that may have contained PII of Settlement Class Members. After learning of the Data Incident, Defendant mailed notification to persons whose PII may have been impacted by the Data Incident. Subsequently, this Lawsuit was filed asserting claims against Defendant relating to the Data Incident.

Crossbreed denies any wrongdoing, liability, or that damages resulted from the Data Incident.

This is just a summary of the allegations. The lawsuit’s complaint, which contains all of the allegations, is posted at www.MTCHolstersSettlement.com.

Why Is There A Settlement?

To resolve this matter without the expense, disruption, and uncertainties of further litigation, the parties reached a settlement. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate, and thus, in Settlement Class Members’ best interest. The Court has not decided in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.MTCHolstersSettlement.com.

Am I A Settlement Class Member?

You are a Settlement Class Member if you are a resident of the United States and were sent a notice of the Data Incident. The notice informed individuals that they may have been impacted by the Data Incident.

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.MTCHolstersSettlement.com, call toll free 1-888-602-0332, or write to MTCHolstersSettlement@AtticusAdmin.com.

What Is A Class Action?

In a class action, one or more people appointed by the Court as a “Class Representative” sue on behalf of all people who the Class Representative believes have similar claims. All of these people together, for purposes of a settlement, are the “Settlement Class” or “Settlement Class Members.”

Who Represents Me?

The Court has appointed the following lawyer as Class Counsel.

Laura Grace Van Note
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, California 94607

Class Counsel will petition to be paid legal fees and reimbursed for their reasonable expenses from the Settlement Fund. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

What Are The Settlement Benefits?

In the proposed Settlement, Crossbreed has agreed to establish a Settlement Fund, by depositing with the Settlement Administrator \$195,000 in cash to be used to provide the following benefits to Class Members:

Expense Reimbursement

Documented Ordinary Loss Expense Reimbursement: All Settlement Class Members who submit a valid claim using the Claim Form are eligible for the following documented Ordinary Loss Expense Reimbursement, not to exceed \$500 per Settlement Class Member: documented Out-of-Pocket Losses that were incurred as a result of the Data Incident, including but not limited to: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) 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) gasoline for local travel; and (vii) fees for credit reports, or other identity theft protection services and plans purchased between December 5, 2022, and January 9, 2025, as a result of the Data Incident. To receive reimbursement for any of the above-referenced documented Ordinary Loss Expenses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Claims Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$35 per hour). Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member includes a brief description of activities engaged in responding to the incident and the time spent on each such activity, and attests that any claimed lost time was spent responding to issues raised by the Data Incident. Claims made for lost time can be combined with reimbursement for the above referenced Out-of-Pocket expenses with the combined reimbursement subject to the \$500 cap for ordinary Out-of-Pocket Losses.

Documented Extraordinary Loss Reimbursement: Settlement Class Members are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$2,500 per Settlement Class Member, for documented monetary loss that: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between December 5, 2022, and January 9, 2025, as a result of the Data Incident; and (iv) is not already covered by one or more of the above-referenced reimbursed expenses for ordinary losses and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion, if applicable, of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

Alternative Cash Payment: In lieu of making a claim for reimbursement of Ordinary and/or Extraordinary Out-of-Pocket Losses and Attested Time, Settlement Class Members may elect to receive a cash payment.

Alternative Cash Payments will only be made if the Settlement Fund is sufficient to pay for the cost of notice and settlement administration and the Requirement Payments at 100%. Any funds remaining in the Settlement Fund after the full cost of notice and settlement administration and the Required Payments is deducted shall be distributed equally to all Settlement Class Members who elect an Alternative Cash Payment.

Remedial Relief: Defendant has enhanced and will also continue to provide security for Plaintiff's and Class Members' PII. Defendant agrees to pay for such remedial costs separate and apart from other settlement benefits.

PLEASE NOTE THAT TO RECEIVE PAYMENT FOR DOCUMENTED ORDINARY OR EXTRAORDINARY LOSSES, YOU MUST SUBMIT THE REQUIRED SUPPORTING DOCUMENTATION. FAILURE TO PROVIDE DOCUMENTATION WILL RESULT IN A DENIAL OF ANY CLAIM FOR DOCUMENTED ORDINARY OR EXTRAORDINARY LOSSES.

The Settlement Fund also will be used to pay attorneys' fees and costs, settlement taxes, Service Payments for the Class Representative, and cost of notice and settlement administration costs.

A Settlement Class member who timely submits a valid and approved Claim Form shall be entitled to a Claimant Award through the following process:

After payment of the cost of notice and settlement administration, the money remaining from the Settlement Fund will be distributed first to reimburse Settlement Class Members with documented Out-of-Pocket Losses and Attested Time, then will be used to pay a Service Award to the Class Representative Plaintiff awarded by the Court, then will be used to pay Plaintiff's Counsel's Fees and Expenses awarded by the Court, and subsequently the money left over will be distributed *pro rata* among all Settlement Class Members who timely submitted a valid and approved Alternative Cash Payment Claim.

If the Settlement Fund is insufficient to fully pay above distributions, no Alternative Cash Payments will be made and all remaining distributions will be decreased on a *pro rata* basis to consume the amount of the Settlement Fund remaining after payment of the full cost of notice and settlement administration is deducted.

The total amount of uncashed settlement share checks will be donated to an appropriate charity.

How Do I Get A Payment?

You must submit a completed Claim Form online or postmarked no later than **January 9, 2025**. You may submit a Claim Form online at www.MTCHolstersSettlement.com or through mail service delivered to Tehan v Crossbreed Holsters, c/o Atticus Administration, PO BOX 64053, Saint Paul, MN 55164.

How Do I Exclude Myself From The Settlement?

If you do not want to be included in the Settlement, the Court will exclude you from the Settlement if you timely mail to the Settlement Administrator a written Request for Exclusion, signed by you or a person authorized by law, such as a trustee, guardian, or person with a power of attorney to act on your behalf, that clearly manifests your intent to be excluded from the Settlement Class. To be timely, your request for exclusion must be postmarked on or before **January 9, 2025**. To be effective, your exclusion request must:

- Be in writing;
- State your full name and current address;
- Specifically state your desire to be excluded from the Settlement and the Class;

- Be signed by you; and
- Be mailed to the Settlement Administrator at the following address, *Tehan v Crossbreed Holsters*, c/o Atticus Administration, PO BOX 64053, Saint Paul, MN 55164, postmarked on or before **January 9, 2025**.

If you exclude yourself from the Settlement Class, sometimes referred to as “opting out,” you will not be eligible to recover any cash benefit as a result of this Settlement, you cannot object to the Settlement at the Final Fairness Hearing, and you will not have any rights under the Settlement Agreement. However, you would keep the right to sue Crossbreed at your own expense regarding the legal issues raised in this lawsuit.

If I Do Not Exclude Myself, Can I Sue Later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties for the Released Claims.

How Do I Object To The Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

If you are a member of the Settlement Class and you do not exclude yourself from the Settlement, you can object to the Settlement. To do so, you must mail a signed letter postmarked no later than **January 9, 2025** to the Settlement Administrator setting forth the following: (a) Your full name, current address, current telephone number; (b) the case name and case number—*Tehan v. MTC Holsters, LLC, d/b/a Crossbreed Holsters*, No. 6:23-cv-03129-SRB (United States District Court, Western District of Missouri); (c) documentation sufficient to establish membership in the Class, such as a copy of the Postcard Notice you received; (d) a statement of the position(s) you wish to assert, including the factual and legal grounds for the position; (e) copies of any other documents that you wish to submit in support of your position; (f) whether you intend to appear at the Final Approval Hearing; and (g) whether you are represented by counsel and, if so, the name, address, and telephone number of your counsel. If your objection is submitted and overruled by the Court at the Final Approval hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order.

Mailing address for the Settlement Administrator is as follows:

Tehan v Crossbreed Holsters
c/o Atticus Administration
PO BOX 64053
Saint Paul, MN 55164

What Is The Difference Between Objecting And Asking To Be Excluded?

Objecting means telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

What Am I Agreeing To By Remaining In The Settlement Class?

Unless you exclude yourself, you will be part of the Settlement Class and you will be eligible to receive benefits, but you will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against Crossbreed or the other Released Parties asserting a “Released Claim,” as defined below. It also means that the Court’s Order approving the Settlement and the judgment in this case will apply to you and legally bind you.

The Settlement Agreement, which includes all provisions about the Released Claims, releases, and Released Parties, is available at www.MTCHolstersSettlement.com.

What Happens If I Do Nothing At All?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, you will not be able to start or proceed with a lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims at any time.

When Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval Hearing on **March 11, 2025, at 9:30 A.M. in courtroom 7B** in the United States District Court for the Southern District of Missouri, United States Courthouse, 222 N. John Q. Hammons Parkway, Springfield, MO 65806. At that hearing, the Court will determine the overall fairness of the Settlement, hear objections, and decide whether to approve the requested attorneys’ fees and expenses, Service Payments for the Class Representatives, and settlement administration costs. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.MTCHolstersSettlement.com and the Court’s docket for updates.

Do I Have To Come To The Hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may have your own lawyer, at your expense, attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections, including the requirements for making an appearance at the hearing.

May I Speak at the Hearing?

Yes. You can speak at the Final Fairness Hearing. The proper way to obtain permission to speak is to file an objection according to the instructions above. If you do not file an objection, you can still ask to be heard by the Court at the Final Fairness Hearing. The Court may or may not agree to hear you.

How Do I Get More Information?

This is only a summary of the proposed Settlement. For more information, go to www.MTCHolstersSettlement.com. You may also write to the Settlement Administrator via mail to Tehan v Crossbreed Holsters, c/o Atticus Administration, PO BOX 64053, Saint Paul, MN 55164, or via email MTCHolstersSettlement@AtticusAdmin.com.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR**

**DEFENDANT'S COUNSEL. QUESTIONS SHOULD BE DIRECTED TO THE CLAIMS
ADMINISTRATOR OR CLASS COUNSEL**