

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA**

LEIGH MYERS, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

BASSETT FURNITURE INDUSTRIES, INC.

Defendant.

Case No. 4:23-cv-00026-TTC

**CLASS SETTLEMENT AGREEMENT AND RELEASE**

This Class Settlement Agreement and Release (“Class Settlement Agreement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiff Leigh Myers (“Representative Plaintiff” or “Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through her counsel, Nicholas A. Migliaccio, Jason S. Rathod, and Saran Q. Edwards of MIGLIACCIO & RATHOD LLP, as well as Edward Maginnis and Ian Vance of MAGINNIS HOWARD and (ii) Defendant Bassett Furniture Industries, Inc. (“Bassett”), by and through its counsel, Michael W. Jervis and Jacob Lisogorsky of MULLEN COUGHLIN LLC. The Class Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

This class action litigation arose from an alleged data security incident perpetrated by a criminal that occurred from July 29, 2021 to April 27, 2023 during which there was unauthorized access to Bassett’s former ecommerce website hosted and maintained by a third-party company resulting in access to allegedly sensitive personal information associated with Bassett’s e-commerce customers, including Plaintiff. Bassett is a Virginia based corporation that manufactures

and sells furniture, in-store and on its e-commerce website. In the ordinary course of business, Defendant Bassett collects personally identifiable information (“PII”) from its customers.

Plaintiff brought this action individually and on behalf of all persons whose Private Information, she alleged, was compromised and subject to unauthorized access and exfiltration, theft, or disclosure as a direct result of the security incident, an event disclosed on or around September 2023 (the “Data Breach”). The complaint was filed on October 17, 2023, in the United States District Court for the Western District of Virginia, and pleaded claims for negligence, breach of implied contract, unjust enrichment/quasi-contract, breach of confidence, violation of the New York General Business Law § 349, et seq., and injunctive and declaratory relief.

After a period of informal discovery and mutual exchanges of information, the Parties agreed to participate in mediation. Therefore, on May 30, 2024, the Parties engaged in an arms-length mediation before Bruce A. Friedman of JAMS. Mr. Friedman is a highly sought after and accomplished mediator with a plethora of experience mediating data breach cases. During the mediation, the Settling Parties reached a resolution in principle that was reduced to writing (via term sheet) on May 31, 2024. Subsequently, the Settling Parties began preparing this Settlement Agreement and the associated exhibits and finalized this Agreement on or about August 19, 2024.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against Bassett and the Released Parties that are asserted in, arise from, or relate to Representative Plaintiff’s complaint filed in the Litigation (including, without limitation, all claims that relate to or arise from the Incident), as well as all other actions by and on behalf of individuals or putative classes arising from the matters referenced in that complaint.

**I. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF THE CLASS SETTLEMENT**

Representative Plaintiff believes the claims asserted in the Litigation, as set forth in the Complaint filed in the Litigation, have merit. Representative Plaintiff and Representative Plaintiff's Counsel recognizes and acknowledges, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Bassett and the Released Parties through motion practice, trial, and potential appeals. They have also considered the uncertain outcome, particularly in an area which remains in a state of development, and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Representative Plaintiff's Counsel assert that they are highly experienced in class action litigation, particularly in the area of data breach incident litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. In addition, Bassett (should this matter proceed), will likely contend that Plaintiff will face difficulties in certifying a class, proving liability and causation, and establishing compensable damages on a class-wide basis. While Representative Plaintiff's Counsel believe Representative Plaintiff would prevail on class certification and liability issues as to Bassett, they nevertheless acknowledge the risks involved in litigation and believe settlement is in the best interests of the Settlement Class. Representative Plaintiff's Counsel has determined that the settlement set forth in this Class Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Representative Plaintiff's and the Settlement Class.

**II. DENIAL OF WRONGDOING AND LIABILITY**

Bassett denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit. Bassett denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Bassett has concluded that

further Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. Bassett has also considered the uncertainty and risks inherent in any litigation. Bassett has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

### **III. TERMS OF THE SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class, and Bassett that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, except as to those Settlement Class Members who timely opt out of the Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement. The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

#### **1. DEFINITIONS**

As used in this Class Settlement Agreement, the following terms have the meanings specified below:

**1.1** “Administration Costs” means all costs and expenses associated with providing notice of the Class Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Class Settlement Agreement.

**1.2** “Agreement” or “Class Settlement Agreement” means this Class Settlement

Agreement and Release.

**1.3** “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Representative Plaintiff’s Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation.

**1.4** “Claims Administration” means the processing of payments to Settlement Class Members by the Claims Administrator.

**1.5** “Claims Administrator” means Angeion Group (“Angeion”) a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, or, if Angeion is not approved by the Court, such other company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation that is jointly agreed upon by the Settling Parties and approved by the Court.

**1.6** “Claims Deadline” means the date by which Settlement Class Members must submit their Claim Forms to obtain the benefits offered in this Settlement, and shall be ninety (90) days after the Notice Deadline.

**1.7** “Claim Form” shall mean the form used by Settlement Class Members to file claims for the benefits offered in this settlement, substantially in the form attached hereto as **Exhibit A**, as approved by the Court.

**1.8** “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the long form notice (“Long Notice”) to be posted on the settlement website and a summary notice to be sent via first-class U.S. mail to the individuals who received formal notice of the Incident from Bassett (“Short Notice”), substantially in the forms attached hereto as **Exhibits B** and **C**, respectively, as approved by the Court.

**1.9** “Effective Date” means the date by which all of the events and conditions specified in Paragraphs 1.10 and 1.11 below for the Final Approval Order and Judgment to become Final have occurred or have been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Service Award.

**1.10** “Final” means the occurrence of all of the following events: (a) the settlement pursuant to this Class Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (c) if there are no objections to the proposed settlement submitted, or any timely objections have been submitted and then withdrawn before entry of the Final Approval Order, the Final Approval Order and Judgment has been entered on the docket, or if an objection to the settlement has been submitted by a member of the Settlement Class found by the Court to have standing to object, 35 calendar days have passed since the Court enters the Final Approval Order; and (d) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired and no appeal has been take or, if such an appeal or request for permission to appeal has been filed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review; or the Court following resolution of the appeal enters a further order or orders approving the settlement on the material terms set forth herein and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s) with no right to pursue further remedies or relief existing. Notwithstanding the foregoing, any order modifying

or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.

**1.11** "Final Approval Hearing" means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

**1.12** "Final Approval Order and Judgment" means the Court's Order and Judgment Granting Final Approval of Class Action Settlement, which, among other things, approves this Class Settlement Agreement and the settlement of the Litigation as fair, adequate, and reasonable, and confirms the final certification of the Settlement Class, substantially in the form attached hereto as **Exhibit E**.

**1.13** "Incident" means the data breach that occurred between July 29, 2021 and April 27, 2023 as alleged in the Complaint and Litigation filed by Representative Plaintiff during which a criminal gained unauthorized access to Bassett's former ecommerce site hosted and maintained by a third-party company and accessed Bassett consumers Private Information (as defined herein), and that Bassett disclosed to potentially-impacted individuals beginning on or about September 2023.

**1.14** "Litigation" means the action filed on October 17, 2023 in the United States District Court for the Western District of Virginia by Plaintiff Leigh Myers, and captioned *Leigh Myers, on behalf of herself and all others similarly situated, v. Bassett Furniture Industries, Inc.* Case No. 4:23-cv-00026-TTC (W.D.V.A.).

**1.15** “Net Settlement Fund” means the amount of funds that remains in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for Settlement Costs.

**1.16** “Non-Profit Residual Recipient” means the Virginia Legal Aid Society, Inc. .

**1.17** “Notice Deadline” means the date by which notice to the Settlement Class shall be commenced and shall be thirty (30) days after the entry of the Preliminary Approval Order.

**1.18** “Objection Deadline” means sixty (60) days after the Notice Deadline, or such other date set by the Court in the Preliminary Approval Order.

**1.19** “Opt-Out” means a Settlement Class Member (a) who timely submits a properly completed and executed Request for Exclusion, (b) who does not rescind that Request for Exclusion before the Opt-Out Deadline, and (c) as to whom there is not a successful challenge to the Request for Exclusion.

**1.20** “Opt-Out Deadline” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days after the Notice Deadline, or such other date set by the Court in the Preliminary Approval Order.

**1.21** “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

**1.22** “Private Information” means information that may have been exposed,



compromised, or accessed during the Incident, including full names, mailing addresses, and payment card information.

**1.23** “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement of the Litigation, and approval of the form and method of Class Notice, substantially in the form set forth in **Exhibit D**.

**1.24** “Released Claims” means all causes of action and claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member, including Representative Plaintiff, against any of the Released Parties based on, relating to, concerning, or arising out of the Incident, the alleged compromising and/or theft of Private Information as a result of the Incident, and the allegations, facts, or circumstances described in the Complaint and the Litigation including, but not limited to: negligence, breach of implied contract, unjust enrichment/quasi-contract, breach of confidence, violation of the New York General Business Law § 349, et seq., failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including any claims for relief including, but not limited to: any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, **attorneys’ fees and expenses**, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

**1.25** “Released Parties” means Bassett and each of its past, present, and future parents,

subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and its past, present, and future directors, officers, employees, agents, insurers, shareholders, owners, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them.

**1.26** “Releasing Parties” means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the settlement memorialized in this Class Settlement Agreement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

**1.27** “Reminder Notice” means a second notice sent to all Settlement Class Members who have not yet filed a claim, via email and U.S. Mail. A Reminder Notice will be sent by the Claims Administrator thirty (30) days prior to the Claims Deadline, in the event that the Claims Rate (as calculated by the Claims Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Any Reminder Notice will be paid for out of the Settlement Fund.

**1.28** “Request for Exclusion” means a substantially completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraph 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it should: (a) state the Settlement Class Member’s full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member’s behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian, or person acting under a power of attorney; and (c) clearly manifest the Settlement Class Member’s intent to be excluded from the settlement. All Requests

for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

**1.29** “Service Award” means such funds as may be awarded by the Court to the Representative Plaintiff for her service as Representative Plaintiff.

**1.30** “Settlement Claim” means a claimant’s claim for relief under the terms of this Class Settlement Agreement.

**1.31** “Settlement Class” means all persons Bassett identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach. Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Bassett’s officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

**1.32** “Settlement Class Counsel” means Nicholas A. Migliaccio, Jason S. Rathod, and Saran Q. Edwards of **MIGLIACCIO & RATHOD LLP**, who is designated as lead Settlement Class Counsel, with **MAGINNIS HOWARD** as co-counsel.

**1.33** “Settlement Class Member” means a member of the Settlement Class. The Settling Parties believe that there are approximately 7,614 Settlement Class Members.

**1.34** “Settlement Costs” means all costs of the settlement including the costs of carrying out the Notice Program, as set forth in Paragraph 4 herein, Claims Administration, any Attorneys’ Fees and Expenses Award, any Service Award to Representative Plaintiff, and all other expenses or costs related to the settlement, and payments of valid claims to the Settlement Class Members.

**1.35** “Settlement Fund” means a non-reversionary common fund of \$387,500.00, which shall be the only amount paid by Bassett and the sole and exclusive source of all Settlement Costs, award payments to Settlement Class Members, Administrative Costs, Service Awards, and

Attorneys' Fees and Expenses. No portion of the Settlement Fund will revert to Bassett.

**1.36** "Settling Parties" means, collectively, Bassett and Representative Plaintiff, individually and on behalf of the Settlement Class.

**1.37** "Unknown Claims" means any of the Released Claims that Releasing Parties do not know or suspect to exist in their favor at the time of the release of the Released Parties and that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Releasing Parties expressly shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Releasing Parties may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Releasing Parties expressly shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims including Unknown Claims.

**1.38** All time periods described in this Class Settlement Agreement in terms of "days"

shall be in calendar days unless otherwise expressly stated herein.

## 2. SETTLEMENT CONSIDERATION

2.1 In consideration for the releases contained in this Class Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, Bassett will perform all the following:

2.2 Bassett will pay the Settlement Fund to the Claims Administrator as follows: (a) within 30 (thirty) days following entry of the Preliminary Approval Order, Bassett will advance the amounts necessary to pay for the Notice Program and settlement administration, which amount shall be determined and requested by the Claims Administrator, and which advances will be credited against the Settlement Fund; and (b) Bassett will pay the balance of the Settlement Fund into an Escrow Account established by the Administrator by or before the Funding Date. (The “Funding Date” means a date no later than thirty (30) days after the Effective Date.)

2.3 The Settlement Administrator will agree to make the following compensation from the Settlement Fund available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator.

**2.3.1 Credit Monitoring:** All Settlement Class Members are eligible to make a claim for two (2) years of IDX one-bureau Credit Monitoring Services, regardless of whether the Settlement Class Member submits a claim for reimbursement of documented ordinary losses, including lost time, reimbursement for extraordinary losses, or the Pro Rata Alternative Cash Payment. The Settlement Administrator shall send an activation code to each valid Credit Monitoring Services claimant within 45 days of the Effective Date that can be used to activate Credit Monitoring

Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after the date of mailing and may be used to activate the full 3-year term if used at any time during that 180 period. IDX shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of two (2) years from the date of activation.

**2.3.2 Monetary Settlement Benefits.** In addition to Credit Monitoring (and not in lieu of) Settlement Class Members may make a Settlement Claim for reimbursement of documented ordinary losses, including lost time, and/or reimbursement for extraordinary losses, as further described below. As an alternative to filing a Settlement Claim for reimbursement of ordinary losses or extraordinary losses, Settlement Class Members may submit a claim to receive an Alternative Cash Payment, as explained in ¶ 2.3.2(d).

**2.3.2(a) Documented Ordinary Losses.** Settlement Class Members may submit a claim for documented out-of-pocket expenses fairly traceable to the Incident, up to \$2,000.00 per individual. Ordinary Losses may include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and (iii) bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Incident or to mitigating the effects of the Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Incident. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant 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 or support to other submitted documentation.

**2.3.2(b) Attested Time Spent.** A Settlement Class Member who spent time remedying issues related to the Incident can receive reimbursement for up to ten (10) hours of lost time at a rate of \$30 per hour with an attestation that they spent the claimed time responding to issues raised by the Incident, including but not limited to, (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Incident, its impact, or how to protect themselves from harm due to an Incident. No additional documentation shall be required for members of the Settlement Class to receive compensation for attested time spent. Claims made for time spent can be combined with reimbursement for Ordinary Losses subject to the \$2,000.00 aggregate individual cap.

**2.3.2(c) Documented Extraordinary Losses.** Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Incident, up to a maximum of \$10,000.00, upon submission of a valid Claim Form and supporting documentation, provided that: (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 between July 29, 2021 and the Claims Deadline; (iv) the loss is not already covered by one or more of the normal reimbursement categories; (v) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed

costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented Extraordinary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Incident, if not readily apparent from the documentation.

**2.3.2(d) Alternative Cash Payment.** Settlement Class Members can elect to make a claim for a \$250 Alternative Cash Payment, and California Subclass Members may make a claim for a \$400 Alternative Cash Payment (in recognition of their superior statutory claims) in lieu of all the settlement benefits outlined above. To receive this Alternative Cash payment, Settlement Class Members must submit a valid form, but no documentation is required to make this claim. For California Subclass members, a box must be checked attesting that they were a California resident at the time of the Data breach. The amount of the Alternative Cash Payments will be increased or decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

**2.4 Assessing Claims for Documented Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Ordinary or Extraordinary Losses reflect valid Unreimbursed Economic Losses actually incurred that are fairly traceable to the Incident, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

**2.5 Assessing Claims for Lost Time.** The Settlement Administrator shall have the sole



discretion and authority to determine the validity of claimed Lost Time, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

**2.6 Assessing Claims for Alternative Cash Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Settlement Class Member is electing to claim the Alternative Cash Payment in lieu of any other monetary benefits made available under this Settlement Agreement and, specifically, Paragraph 2.3.2(a), 2.3.2(b), and 2.3.2(c) above. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for an Alternative Cash Payment or any other benefits made available under this Settlement Agreement.

**2.7 Order of Distribution of Funds.** The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Settlement Costs as defined above) to make payments for approved claims in this order: Documented Ordinary or Extraordinary Losses, followed by Lost Time, followed by Credit Monitoring, followed by payments for approved claims for the pro rata Alternative Cash Payments.

**2.8 Disputes.** To the extent the Settlement Administrator determines a claim for Unreimbursed Economic Losses or Lost Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

**2.9 Contingencies.** In the event that the aggregate amount of all Settlement Payments exceeds the total amount of the Net Settlement Fund after payment of Court-approved attorneys' fees and Litigation Costs and Expenses, then all valid Ordinary and Extraordinary Loss Claims and each valid Lost Time Claim shall be paid in full, all Credit Monitoring shall be awarded, and then Alternative Cash Payment Claim shall be proportionately determined on a *pro rata* basis. In no event shall the Settlement Fund be increased for any reason. In the event that the aggregate amount of all Settlement Payments does not exceed the Net Settlement Fund, then each Settlement Class Member who is entitled to receive payment for Ordinary and Extraordinary Loss Claim, a Lost Time Claim and/or an Alternative Cash Payment Claim shall receive additional funds increased on a *pro rata* basis (in other words, the same additional amount is added to each claimant's payment) so that the Net Settlement Fund is depleted. In the event that settlement payments are increased on a *pro rata* basis, under no circumstances shall a Settlement Class member receive more than two times the value of their original valid claim.

**2.10 Residual Funds for Net Settlement Fund.** To the extent any monies remain in the Net Settlement Fund more than one hundred and twenty (120) days after the distribution of all award payments to the Settlement Class Members, a subsequent payment will be evenly made to all Settlement Class Members who cashed or deposited their award payments, provided that the average payment amount is equal to or greater than Five Dollars and No Cents (\$5.00). The distribution of this remaining Net Settlement Fund shall continue until the average payment amount in a distribution is less than Five Dollars and No Cents (\$5.00). Any amount remaining in the Net Settlement Fund after said additional distribution(s), if any, shall be distributed to the Non-Profit Residual Recipient.

### **3 PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL**

**3.1** As soon as practicable after the execution of the Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in **Exhibit D**. The motion seeking entry of a Preliminary Approval Order shall request that the Court, *inter alia*:

- a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;
- b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;
- c) Preliminarily certify the Settlement Class for settlement purposes only;
- d) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;

- e) Appoint Representative Plaintiff as the Settlement Class representative for settlement purposes only;
- f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
- g) Approve the Notice Program, as set forth in Paragraph 4 herein, and set the dates for the Opt-Out Deadline, and Objection Deadline;
- h) Approve the form and contents of a Long Notice substantially similar to the one attached hereto as **Exhibit B**, and a Short Notice substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, and the date, time, and place of the Final Approval Hearing;
- i) Appoint Angeion as Claims Administrator; and
- j) Schedule the Final Approval Hearing.

**3.2** Bassett will consent to the entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as **Exhibit D** and is otherwise consistent with this Class Settlement Agreement.

**3.3** Settlement Class Counsel and Bassett shall request that the Court hold a Final Approval Hearing after notice is completed and at least one hundred (100) days after the Notice Date and grant final approval of the Class Settlement Agreement as set forth herein.

**3.4** The proposed Final Approval Order and Judgment that shall be filed with the motion for final approval shall be substantially in the form attached hereto as **Exhibit E** and shall,

among other things:

- a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class;
- c) Determine that the Notice Program, as set forth in Paragraph 4 herein, satisfies due process requirements;
- d) Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and
- e) Release and forever discharge Bassett and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

The motion for final approval and the Final Approval Order and Judgment shall be filed at least 14 days prior to the objection deadline.

#### **4 NOTICE PROGRAM**

**4.1** Within ten (10) calendar days of entry of the Preliminary Approval Order, Bassett will provide the Claims Administrator with a list of Settlement Class Members Bassett has been able to identify in such format as requested by the Claims Administrator which will include, to the extent available, the name and physical mailing address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members by direct U.S. mail, pursuant to the Preliminary Approval Order and the Notice Program, as described in Paragraph 4 herein, and in compliance with all applicable laws including, but not limited to, the Due Process clause of the United States Constitution, and to be effectuated pursuant to the provisions set forth below, the costs of which shall be a Settlement Cost. The Claims Administrator must maintain the list of Settlement Class Members provided by Bassett pursuant to this Paragraph

4.1 in strict confidence and may not share the list with anyone other than Bassett.

**4.2** Class Notice shall be provided to the Settlement Class as follows:

a) Within thirty (30) days after receiving the list of Settlement Class Members from Bassett, the Claims Administrator shall send the Summary Notice as follows:

- (i) The Claims Administrator will send the Summary Notice (in postcard form) by first-class U.S. mail, postage prepaid;
- (ii) For any Short Notice (in postcard form) that has been mailed via first-class U.S. mail and returned by the U.S. Postal Service (“U.S.P.S.”) as undeliverable, the Claims Administrator shall re-mail the notice to the forwarding address, if any, provided by the U.S.P.S. on the face of the returned mail;
- (iii) Neither the Settling Parties nor the Claims Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph 4.2; and
- (iv) In the event the Claims Administrator transmits a Short Notice via first-class U.S. mail, then the Claims Administrator shall perform any further investigations deemed appropriate by the Claims Administrator, including using the National Change of Address (“NCOA”) database maintained by the U.S.P.S., in an attempt to identify current mailing addresses for individuals whose names are provided by Bassett, so long as the costs of such efforts are proportionate with the amount of the estimated payments to such individuals.

(v) In the event that the Claims Rate (as calculated by the Claims Administrator) is less than 5% of the Settlement Class forty-five (45) days prior to the Claims Deadline, the Claims Administrator shall issue a Reminder Notice (as defined above) thirty (30) days prior to the Claims Deadline.

b) The Claims Administrator shall establish a dedicated settlement website that includes this Class Settlement Agreement, the complaint filed in the Litigation, and the Short Notice, Long Notice, and Claim Form approved by the Court, as well as other documents relevant to this matter as agreed upon by the Parties. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Class Settlement Agreement, and the motion for an Attorneys' Fees, Expenses Award and Service Award and other relevant filings. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational from the Notice Date until one-hundred eighty (180) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Bassett.

**4.3** The Short Notice, Long Notice, and Claim Form shall be finalized by the Settling Parties no less than seven (7) days before they are sent to the Settlement Class Members. Plaintiff shall prepare these documents, subject to Bassett's approval, leaving sufficient time for back-and-forth for review and edits.

**4.4** The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as

may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

**4.5** Prior to the Final Approval Hearing, counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

**4.6** On behalf of Bassett, the Settlement Administrator will also serve, or cause to be served, notice to state and territory attorneys general required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, no later than ten (10) days after this Agreement is filed with the Court. The costs of the CAFA notice will be paid from the Settlement Fund.

## **5 OPT-OUT PROCEDURES**

**5.1** Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

**5.2** To be effective, a Request for Exclusion must be postmarked no later than sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

**5.3** Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

**5.4** All Persons who opt out of the Settlement Class shall not receive any benefits of or



be bound by the terms of this Class Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Class Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

## **6 OBJECTION PROCEDURES**

**6.1** Each Settlement Class Member who does not file a timely Request for Exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Class Settlement Agreement to send their written objections to the Claims Administrator, with copies to Class Counsel and Defense Counsel, at the addresses indicated in the Summary Notice and Long Notice. The Long Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections.

**6.2** All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

- a) the objector's full name, address, telephone number, and email address (if any);
- (1) b) The case name and docket number, *Myers v. Bassett Furniture Industries, Inc.*, Case No. 4:23-cv-00026-TTCS105;
- (2) c) Information identifying the Settlement Class Member, including proof that he or she is a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Data Breach, or a statement explaining why you believe you are a Settlement Class Member);
- b) a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- c) the identity of any and all counsel representing the objector;

d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;

e) a list of proceedings in which You have submitted an objection to a class action settlement during the past five years;

f) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

**6.3** Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

**6.4** To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline, subject to Court approval.

**6.5** Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Paragraph 6 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Class Settlement Agreement, and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Class Settlement Agreement shall be through the provisions of this Paragraph 6 and not through any collateral attack.

## **7 CLAIMS ADMINISTRATION**

**7.1** The Claims Administrator shall administer and calculate the payments to Class Members.

**7.2** No Person shall have any claim against the Claims Administrator, Bassett, the Released Parties, Bassett's counsel, Settlement Class Counsel, Representative Plaintiff's Counsel,

and/or the Representative Plaintiff based on distribution of award payments to Settlement Class Members.

**7.3** The Claims Administrator shall agree to hold the Settlement Fund in an interest-bearing qualified settlement fund account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1 *et seq.*, and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Claims Administrator shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and pay any taxes and tax-related expenses owed by the Settlement Fund out of the Settlement Fund. Except for funding the Settlement Fund, Bassett shall not have any other financial obligation under the Class Settlement Agreement. In addition, under no circumstances will Bassett have any liability for taxes or tax expenses under this Class Settlement Agreement. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

**7.4** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or

any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement. However, where a Settlement Class Member who is entitled to more than Five Hundred And Ninety-Nine Dollars and No Cents (\$599.00) fails to submit an IRS Form W-9 (or equivalent tax document), the Settlement Administrator shall consult with counsel to determine how to remit payment to the Settlement Class Member (*i.e.*, capped at Five Hundred And Ninety-Nine Dollars and No Cents (\$599.00) or withholding necessary taxes and sending the remainder to the Settlement Class Member).

7.5 The Claims Administrator will send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal or Venmo, and agreed-upon by the Settling Parties) or by award check for payments to Settlement Class Members within 60 days after the Effective Date. No distributions will be made without authorization from the Settling Parties. Award payment checks shall be sent by first-class U.S. mail. Award payment checks (electronic and paper) shall be valid for a period of one hundred and eighty (180) days from issuance, and shall state, in words or substance that the check must be cashed within one hundred and eighty (180) days, after which time it will become void. In the event an award payment check becomes void, the Settlement Class Member to whom that award payment check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Class Settlement Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and ninety (190) days from the issuance

of the award payment checks, the Claims Administrator shall take all steps necessary to stop payment on any award payment checks that remain uncashed.

**7.6** All Settlement Class Members who fail to timely cash their award payment check shall be forever barred from receiving an Award payment pursuant to this Class Settlement Agreement, but will in all other respects be subject to, and bound by, the provisions of this Class Settlement Agreement, including the releases contained herein, and the Final Approval Order and Judgment.

## **8** RELEASES

**8.1** Upon the Effective Date, the Releasing Parties will be deemed by operation of this Class Settlement Agreement and the Final Approval Order and Judgment to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Bassett and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Parties, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Class Settlement Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

**8.2** Upon entry of the Final Approval Order and Judgment, the Releasing Parties shall be barred from initiating, asserting, or prosecuting against Bassett and any Released Parties any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order and Judgment.

## **9** THE ATTORNEYS' FEES AND EXPENSES AWARD AND SERVICE AWARDS

**9.1** Plaintiff will file its motion for final approval at least 14 days in advance of the objection deadline. On the same date that Plaintiff moves for final approval, and in the same motion, Settlement Class Counsel may seek an attorneys' fee award in an amount not to exceed one-third (33.33 percent, or \$129,154) of the Settlement Fund. In addition, Class Counsel may seek their reasonable costs and expenses from the Settlement Fund. The entirety of the Attorneys' Fees and Expenses Award shall be payable solely from the Settlement Fund.

**9.2** On the same date that Plaintiff moves for final approval, and in the same motion, Settlement Class Counsel will also request from the Court a Service Award for the Representative Plaintiff in the amount of \$4,000.00, to be paid solely from the Settlement Fund. Bassett will not object to Representative Plaintiff's request for Service Award payment, unless Representative Plaintiff's request exceeds the terms outlined in this Class Settlement Agreement.

**9.3** Within 45 days after the Effective Date, the Claims Administrator shall pay any Attorneys' Fees and Expenses Award and Service Awards from the Settlement Fund to an account designated by Settlement Class Counsel. After the Attorneys' Fees and Expenses Award and the Service Awards have been deposited into this account, Settlement Class Counsel shall be responsible for distributing any Service Award to Representative Plaintiff, and shall have sole discretion in allocating such attorneys' fees and costs, and distributing to the participating Representative Plaintiff's Counsel firm an allocated share of such attorneys' fees and costs to that firm. Bassett shall have no responsibility for distribution of attorneys' fees or costs among participating firms.

**9.4** No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Award

hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

**9.5** Bassett shall not be liable for any additional attorneys' fees and expenses of Representative Plaintiff's Counsel or Settlement Class Counsel in the Litigation.

**10** **CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

**10.1** Bassett's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, Bassett has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Representative Plaintiff, the Settlement Class, or Representative Plaintiff's Counsel/Settlement Class Counsel, unless each of the following conditions occur:

- a) The Court has entered a Preliminary Approval Order;
- b) The Court enters a Final Approval Order and Judgment; and
- c) The Effective Date has occurred.

**10.2** If all of the conditions in Paragraph 10.1 are not fully satisfied and the Effective Date does not occur, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Bassett's counsel mutually agree in writing to proceed with the Class Settlement Agreement.

**10.3** In the event that the Class Settlement Agreement is not approved by the Court or the Class Settlement Agreement is terminated in accordance with its terms the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party

may use subsequent legal developments or other intervening events, other than decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the Settlement. Failing this, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; (b) Bassett will still bear any costs of notice and administration through the date of termination, and (c) the terms and provisions of the Class Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any Attorneys' Fees and Expenses Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Class Settlement Agreement. To the extent this Settlement Agreement does not become Final, Defendants will be entitled to the return of any amounts not already incurred by the Claims Administrator.

**10.4** For the avoidance of doubt, Bassett conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement is not fully approved or is otherwise terminated for any reason, Bassett reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor anything relating to the Class Settlement Agreement, including any Court orders, shall be offered by any



Person as evidence or in support of a motion to certify a class for a purpose other than the settlement set forth in this Class Settlement Agreement.

## **11 THE COURT RETAINS JURISDICTION OVER THE ACTION**

**11.1** The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) interpreting, implementing, and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

## **12 MISCELLANEOUS PROVISIONS**

**12.1** The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

**12.2** The Settling Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Class Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement set forth in this Class Settlement Agreement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

**12.3** Neither the Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission, or evidence, of the validity or lack thereof of any of the Released Claims or of any wrongdoing or liability of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (b) is or may be deemed to be or may be used as an admission, or evidence, of any fault or omission of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Class Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

**12.4** The Class Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

**12.5** The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

**12.6** The Class Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the Commonwealth of Virginia, and the rights and obligations of the parties to the Class Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of Virginia without giving effect to that State's choice of law principles.

**12.7** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

**12.8** The individuals signing this Class Settlement Agreement on behalf of Bassett represent that they are fully authorized by Bassett to enter into, and to execute, this Class Settlement Agreement on its behalf. Representative Plaintiff's Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Bassett on behalf of Representative Plaintiff, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

**12.9** None of the Settling Parties shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or

construction that might cause any provision to be construed against the drafter.

**12.10** The Settling Parties agree that, subject to Paragraph 12.3 of this Agreement, this Class Settlement Agreement, and the Final Approval Order and Judgment following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties’ right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

**12.11** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall continue in full force and effect without said provision to the extent Bassett does not exercise its right to terminate under Paragraph 10 of this Class Settlement Agreement.

**12.12** If applicable, within thirty (30) days after Award payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in connection with the Litigation and Class Settlement Agreement, and certify the same.

**12.13** All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (a) by hand delivery, (b) by registered or certified mail, return receipt requested, postage pre-paid, or (c) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:


Representative Plaintiff’s and the Settlement Class Counsel:	Bassett:
Nicholas A. Migliaccio Jason S. Rathod Saran Q. Edwards <b>MIGLIACCIO &amp; RATHOD LLP</b> 412 H St. NE, Suite 302 Washington, D.C. 20002 Telephone: (202) 470-3520 Facsimile: (202) 800-2730 <a href="mailto:nmigliaccio@classlawdc.com">nmigliaccio@classlawdc.com</a> <a href="mailto:jrathod@classlawdc.com">jrathod@classlawdc.com</a>	Michael W. Jervis <b>Mullen Coughlin LLC</b> 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 <a href="mailto:mjervis@mullen.law">mjervis@mullen.law</a> Tel: (267) 930-4498  Jacob Lisogorsky <b>Mullen Coughlin LLC</b> 411 Theodore Fremd, Ste 206S Rye, NY 10580

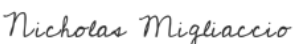
Edward Maginnis Ian Vance <b>MAGINNIS HOWARD</b> 7706 Six Forks Drive Ste. 101 Raleigh, NC 20772, <a href="mailto:ivance@macginnishoward.com">ivance@macginnishoward.com</a> Tel: (919) 526-0450	<a href="mailto:jlisogorsky@mullen.law">jlisogorsky@mullen.law</a> (267) 930-1254 - Office (516) 592-0466 - Mobile
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Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph 12.13.

**12.14** The Representative Plaintiff, Representative Plaintiff’s Counsel/Settlement Class Counsel, Bassett and Bassett’s counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by the Representative Plaintiff, all Representative Plaintiff’s Counsel/Settlement Class Counsel, and by counsel for and representative(s) of Bassett.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Class Settlement Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Dated: 08/16, 2024   
 Leigh Myers, Representative Plaintiff

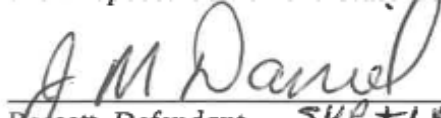
Dated: August 16,, 2024   
 Nicholas A. Migliaccio, Representative

*Plaintiff's Counsel and Proposed Settlement  
Class Counsel*


Dated: August 19, 2024

  
\_\_\_\_\_  
Ian Vance, Representative Plaintiff's Counsel  
and Proposed Settlement Class Counsel

Dated: August 19, 2024

  
\_\_\_\_\_  
Bassett, Defendant *SVP+LEO*

Dated: August 19, 2024

  
\_\_\_\_\_  
Michael W. Jervis, Counsel for Defendant  
Bassett

**Exhibit A**

Your claim must be submitted online or postmarked by: **[DEADLINE]**

Myers v. Bassett Furniture Industries, Inc.  
Case No. 4:23-cv-00026-TTC  
United States District Court, Western District of Virginia

**BAS  
CLAIM**

**CLAIM FORM FOR BASSETT DATA BREACH BENEFITS**

COMPLETE, SIGN, AND RETURN THIS CLAIM FORM BY MAIL POSTMARKED NO LATER THAN **DEADLINE DATE**, OR FILE A CLAIM FORM ONLINE AT [WWW.BASSETTDATABREACH.COM](http://WWW.BASSETTDATABREACH.COM) NO LATER THAN **DEADLINE DATE**.

You **must** use this form to make a claim for a Documented Ordinary Loss Payment, Compensation for Lost Time, Documented Extraordinary Loss Payment, Credit Monitoring, or for an Alternative Cash Payment.

Questions? Call 1-**XXX-XXX-XXXX** or visit [www.BassettDataBreach.com](http://www.BassettDataBreach.com).

**SETTLEMENT OVERVIEW**

**Compensation for an Ordinary Documented Loss Payment:** Settlement Class Members who submit a valid and timely Claim Form are eligible to receive reimbursement of up to \$2,000 per Settlement Class Member for a Documented Loss Payment that is reasonably traceable to the Data Breach. These Documented Losses include: (a) unreimbursed losses relating to fraud or identity theft; (b) professional fees including attorneys’ and accountants’ fees, and fees for credit repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit monitoring costs that were incurred on or after July 29, 2021, that you attest were caused or otherwise incurred as a result of the Data Breach; and (e) miscellaneous expenses such as notary, data charges (if charges based on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges. You must submit documentation of the Documented Losses as part of your Documented Loss Payment claim. This may include receipts or other documentation and may not be “self-prepared.” “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

**Compensation for Lost Time:** Settlement Class Members who spent time remedying issues related to the Data Breach can receive reimbursement for up to ten (10) hours of lost time at a rate of \$30 per hour with an attestation that they spent the claimed time responding to issues raised by the Data Breach, including but not limited to: (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Data Breach, its impact, or how to protect themselves from harm due to a data breach. No additional documentation shall be required for members of the Settlement Class to receive compensation for attested time spent. Claims made for time spent can be combined with reimbursement for Ordinary Documented Losses subject to the \$2,000.00 aggregate individual cap.

**Documented Extraordinary Losses:** Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Data Breach, up to a maximum of \$10,000.00, upon submission of a valid Claim Form and supporting documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Breach; (iii) the loss occurred between July 29, 2021 and the Claims Deadline; (iv) the loss is not already covered by one or more of the normal reimbursement categories; (v) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented Extraordinary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Breach, if not readily apparent from the documentation.

**Credit Monitoring:** All Settlement Class Members may elect to claim two (2) years of one- bureau credit monitoring, regardless of whether the Settlement Class Member submits a claim for reimbursement of documented ordinary losses, compensation for lost time, or reimbursement for extraordinary losses.

**Alternative Cash Payment:** Settlement Class Members can elect to make a claim for a \$250 Alternative Cash Payment, and California Subclass Members may make a claim for a \$400 Alternative Cash Payment (in recognition of their superior statutory claims) in lieu of all the settlement benefits outlined above. To receive this Alternative Cash payment, Settlement Class Members must submit a valid form, but no documentation is required to make this claim. The amount of the Alternative Cash Payments will be increased or decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

**Failure to provide all required information will result in your claim being rejected by the Claims Administrator.**



**Your claim must be submitted online or postmarked by: [DEADLINE]**

*Myers v. Bassett Furniture Industries, Inc.*  
 Case No. 4:23-cv-00026-TTC  
 United States District Court, Western District of Virginia  
**CLAIM FORM FOR BASSETT DATA BREACH BENEFITS**

**BAS CLAIM**

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

<b>First Name</b>	<b>Last Name</b>	
<b>Street Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>	<b>Telephone Number</b>	<b>Notice ID Number*</b>

*\*Failure to add your Notice ID Number will result in denial of your claim. If you received a notice of this Settlement by U.S. mail, your Notice ID Number is on the address panel of the postcard. If you misplaced your notice, please contact the Claims Administrator toll-free at 1-XXX-XXX-XXXX or by emailing [info@BassettDataBreach.com](mailto:info@BassettDataBreach.com).*

**II. SETTLEMENT ELIGIBILITY**

Complete the chart below if you are claiming reimbursement for a documented ordinary loss payment.

Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching and why it is related to the Data Breach)
<input type="checkbox"/> Unreimbursed losses relating to fraud or identity theft			
<input type="checkbox"/> Professional fees including attorneys' and accountants' fees, and fees for credit repair services			
<input type="checkbox"/> Costs associated with freezing or unfreezing credit with any credit reporting agency			
<input type="checkbox"/> Credit monitoring costs that were incurred on or after July 29, 2021, that you attest were caused or otherwise incurred as a result of the Data Breach			

**Your claim must be submitted online or postmarked by: [DEADLINE]**

*Myers v. Bassett Furniture Industries, Inc.*  
 Case No. 4:23-cv-00026-TTC  
 United States District Court, Western District of Virginia

**BAS CLAIM**

**CLAIM FORM FOR BASSETT DATA BREACH BENEFITS**

Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching and why it is related to the Data Breach)
<input type="checkbox"/> Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges			

**IV. COMPENSATION FOR LOST TIME**

**Do you attest that you spent time remedying issues related to the Data Breach? If so, how many hours did you spend responding to the Data Breach?**

- Yes, I attest under the penalty of perjury that I spent time remedying issues relating to the Data Breach  
 No

**If Yes, how many hours did you spend responding to the Data Breach?**

- 1  2  3  4  5  6  7  8  9  10

**V. REIMBURSEMENT FOR A DOCUMENTED EXTRAORDINARY LOSS PAYMENT**

**Complete the chart below if you are claiming reimbursement for a documented extraordinary loss payment.**

Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching and why it is related to the Data Breach)
<input type="checkbox"/> Unreimbursed losses relating to fraud or identity theft			
<input type="checkbox"/> Professional fees including attorneys' and accountants' fees, and fees for credit repair services			
<input type="checkbox"/> Costs associated with freezing or unfreezing credit with any credit reporting agency			
<input type="checkbox"/> Credit monitoring costs that were incurred on or after July 29, 2021, that you attest were caused or otherwise incurred as a result of the Data Breach			

**Your claim must be submitted online or postmarked by: [DEADLINE]**

*Myers v. Bassett Furniture Industries, Inc.*  
 Case No. 4:23-cv-00026-TTC  
 United States District Court, Western District of Virginia

**BAS CLAIM**

**CLAIM FORM FOR BASSETT DATA BREACH BENEFITS**

Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching and why it is related to the Data Breach)
<input type="checkbox"/> Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges			

**VI. CLAIM FOR CREDIT MONITORING**

**Do you wish to receive two (2) years of one-bureau credit monitoring?\***

Yes  No

\*An activation code will be sent via email after the Settlement becomes final and any appeals are resolved.

Email Address: \_\_\_\_\_

**VII. CLAIM FOR AN ALTERNATIVE CASH PAYMENT**

**Do you wish to receive an Alternative Cash Payment instead of all other benefits?**

Yes  No

**Were you a California resident at the time of the Data Breach?**

Yes  No

**Enter your California address at the time of the Data Breach if you no longer reside at that address:**

\_\_\_\_\_

**Street Address**

\_\_\_\_\_

**City**

\_\_\_\_\_

**State**

\_\_\_\_\_

**Zip Code**

**VIII. PAYMENT SELECTION**

**Please select from one of the following payment options:**

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

**Your claim must be submitted online or postmarked by: [DEADLINE]**

*Myers v. Bassett Furniture Industries, Inc.*  
Case No. 4:23-cv-00026-TTC  
United States District Court, Western District of Virginia

**BAS CLAIM**

**CLAIM FORM FOR BASSETT DATA BREACH BENEFITS**

Mobile Number: \_\_\_\_\_ or Email Address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided in Section I above.

**IX. CERTIFICATION AND SIGNATURE**

By submitting this Claim Form, I certify that I am a Settlement Class Member and am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments is true and correct. I do hereby swear (or affirm), under penalty of perjury, that the information provided above is true and accurate to the best of my knowledge and that any cash compensation or benefits I am claiming are based on losses or expenses I reasonably believe, to the best of my knowledge, were incurred as a result of the Data Breach.

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, depending on the type of claim and the determinations of the Settlement Administrator.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Mail your completed Claim Form to:**

Bassett Data Breach Settlement  
c/o Claims Administrator  
Attn: Claim Forms  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**Exhibit B**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If you were notified of a Data Breach involving Bassett Furniture in or about September 2023, you may be entitled to benefits from a class action settlement.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Bassett Furniture Industries, Inc. (“Bassett” or “Defendant”) regarding an incident involving unauthorized access to Bassett’s former e-commerce website hosted and maintained by a third-party company (the “Data Breach”) that potentially resulted in unauthorized access to full names, addresses, and financial account information (the “Private Information”) of Settlement Class Members.
- You are a “Settlement Class Member” if you were mailed a notice letter notifying you that your Private Information was potentially compromised in the Data Breach that occurred between July 2021 and September 2023.
- Settlement Class Members may be able to recover the following Settlement benefits:

**Claimed Benefits:** All Settlement Class Members can submit a Claim Form for one or more of the following:

1. **Documented Ordinary Loss Payment:** Reimbursement of up to \$2,000 in the form of a Documented Ordinary Loss Payment related to the Data Breach;
2. **Compensation for Lost Time: Compensation** for time spent remedying issues related to the Data Breach for up to ten (10) hours of lost time at a rate of \$30 per hour;
3. **Documented Extraordinary Loss Payment:** Reimbursement of up to \$10,000 in the form of a Documented Extraordinary Loss Payment related to the Data Breach;
4. **Credit Monitoring:** All Settlement Class Members may elect to claim two (2) years of one-bureau credit monitoring, regardless of whether the Settlement Class Member submits a claim for reimbursement of documented ordinary losses, including lost time, or reimbursement for extraordinary losses;
5. **Alternative Cash Payment\*:** In the alternative to the Documented Loss Payment and the Credit Monitoring benefit, Class Members who are not California residents may submit a claim to receive a pro rata Settlement Payment in cash of \$250 (“Alternative Cash Payment”). California Class Members may submit a claim to receive a pro rata Settlement Payment in cash of \$400 (in recognition of their superior statutory claims). Class Members who submit a Claim for a Cash Fund Payment will not be entitled to select any of the other Settlement Benefits.

*\*The Alternative Cash Payment may be subject to a pro rata increase/decrease depending on the ultimate number of claims made.*

Questions? Visit [www.BassettDataBreach.com](http://www.BassettDataBreach.com) or call toll-free 1-XXX-XXX-XXXX

**This Notice may affect your rights. Please read it carefully.**

<b>Summary of Your Legal Rights and Options</b>		<b>Deadline</b>
<b>Submit a Claim Form</b>	To get Settlement benefits for a Documented Loss Payment, Lost Time Payment, Documented Extraordinary Loss Payment, Credit Monitoring, or an Alternative Cash Payment, you must submit a Claim Form.	<b>-DATE-</b>
<b>Exclude Yourself</b>	Get no Settlement benefits. Keep your right to file your own lawsuit against the Defendant about the legal claims in this case.	<b>-DATE-</b>
<b>Object</b>	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.	<b>-DATE-</b>
<b>Do Nothing</b>	Get no Settlement benefits. Be bound by the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees and costs. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

## WHAT THIS NOTICE CONTAINS

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2. What is this lawsuit about?
3. Why is the lawsuit a class action?
4. Why is there a Settlement?

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### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY.....PAGES 5-7**

8. What does the Settlement provide?
9. What may cause Settlement benefits to increase or decrease?
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21. How do I tell the Court that I do not like the Settlement?
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### **IF YOU DO NOTHING ..... PAGE 11**

26. What happens if I do nothing at all?

### **GETTING MORE INFORMATION..... PAGE 11**

27. How do I get more information?



## BASIC INFORMATION

### 1. Why is this Notice being provided?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Thomas T. Cullen of the United States District Court for the Western District of Virginia is overseeing this class action. The case is known as *Myers v. Bassett Furniture Industries, Inc.*, Case No. 4:23-cv-00026-TTC (the “Litigation”). The person who filed this lawsuit is called the “Plaintiff” or “Representative Plaintiff” and the company sued, Bassett, is called “Bassett” or the “Defendant.”

### 2. What is this lawsuit about?

The Plaintiff alleges that from July 29, 2021 to April 27, 2023, an unauthorized criminal gained unauthorized access to Bassett’s former ecommerce website hosted and maintained by a third-party company (the “Data Breach”), which potentially resulted in unauthorized access to the full names, addresses, and financial account information (the “Private Information”) of Settlement Class Members.

The Defendant 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. The Defendant denies these, and all other claims made in the Litigation. By entering into the Settlement, the Defendant is not admitting any wrongdoing.

### 3. Why is the lawsuit a class action?

In a class action, the Representative Plaintiff sues on behalf of all people who have similar claims. Together, once a proposed settlement has been agreed to, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the Settlement Class.

The Representative Plaintiff in this case is Leigh Myers.

### 4. Why is there a settlement?

Plaintiff and Defendant do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the Plaintiff or the Defendant. Instead, Plaintiff and Defendant have agreed to settle the Litigation. Plaintiff and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendant.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you were mailed a notice letter notifying you that your Private Information was potentially compromised in the Data Breach that occurred between July 2021 and September 2023.

## 6. Are there exceptions to being included in the settlement?

Yes. Excluded from the Settlement Class are (1) Defendant and its respective officers and directors; (2) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (3) the Judge assigned to evaluate the fairness of the settlement; and (4) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, abiding or abetting the criminal activity causing the occurrence of the Data Breach or who pleads *nolo contendere* (a legal term that means “I do not wish to contend”) to any such charge.

## 7. What if I am not sure whether I am part of the settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement website at [www.BassettDataBreach.com](http://www.BassettDataBreach.com) or call the Claims Administrator’s toll-free number at 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

### 8. What does the settlement provide?

If you are a Settlement Class Member, you may be able to recover the following Claimed Benefits as part of the Settlement:

#### **CLAIMED BENEFITS:**

All Settlement Class Members must submit a valid and timely Claim Form to receive any or all of the following Claimed Benefits:

#### **1. Documented Ordinary Loss Payment Claims**

Settlement Class Members who submit a valid and timely Claim Form are eligible to receive reimbursement of up to \$2,000 per Settlement Class Member for their Documented Ordinary Loss that is reasonably traceable to the Data Breach.

These Documented Ordinary Losses include:

- (1) Unreimbursed losses relating to fraud or identity theft;
- (2) Professional fees including attorneys’ and accountants’ fees, and fees for credit repair services;
- (3) Costs associated with freezing or unfreezing credit with any credit reporting agency;
- (4) Credit monitoring costs that were incurred on or after July 29, 2021 that you attest were caused or otherwise incurred as a result of the Data Breach; and
- (5) Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

You must submit documentation of the Documented Losses as part of your Documented Ordinary Loss Payment Claim. This may include receipts or other documentation and may not be “self-prepared.” “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

#### **2. Compensation for Lost Time**

Settlement Class Members who spent time remedying issues related to the Incident can receive reimbursement for up to ten (10) hours of lost time at a rate of \$30 per hour with an attestation that they

spent the claimed time responding to issues raised by the Incident, including but not limited to: (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Incident, its impact, or how to protect themselves from harm due to an Incident. No additional documentation shall be required for members of the Settlement Class to receive compensation for attested time spent. Claims made for time spent can be combined with reimbursement for Ordinary Documented Losses subject to the \$2,000.00 aggregate individual cap.

### **3. Documented Extraordinary Loss Payment**

Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Incident, up to a maximum of \$10,000.00, upon submission of a valid Claim Form and supporting documentation, provided that: (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 between July 29, 2021 and the Claims Deadline; (iv) the loss is not already covered by one or more of the normal reimbursement categories; (v) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses, or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented Extraordinary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Incident, if not readily apparent from the documentation.

### **4. Credit Monitoring**

All Settlement Class Members are eligible to enroll in two (2) years of IDX Credit Monitoring Services, regardless of whether the Settlement Class Member submits a claim for reimbursement of documented ordinary losses, compensation for lost time, or reimbursement for extraordinary losses.

### **5. Alternative Cash Payment**

In the alternative to the Documented Ordinary Loss Payment, Lost Time Payment, Documented Extraordinary Loss Payment, and the Credit Monitoring benefit, Class Members who are not California residents may submit a claim to receive a pro rata Settlement Payment in cash of \$250 (“Alternative Cash Payment”). California residents may submit a claim to receive a pro rata Settlement Payment in cash of \$400. The amount of each Alternative Cash Payment shall be calculated by dividing the remaining Net Settlement Fund by the number of valid claims submitted for Alternative Cash Payments, after the Credit Monitoring benefit and the Documented Loss Payments have been made. As such, the pro rata Alternative Cash Payment may increase or decrease. Class Members who submit a Claim for an Alternative Cash Payment will not be entitled to select any of the other Settlement Benefits.

## **9. What may cause settlement benefits to increase or decrease?**

If any funds remain in the Settlement Fund after payment of all Documented Ordinary or Extraordinary Losses, Attested Time Spent, and Document Extraordinary Losses claims, claims administration fees, attorneys’ fees, costs, and service awards, the remaining funds will be used to extend Credit Monitoring

to Settlement Class Members who have requested Credit Monitoring enrollment as part of the Settlement. Any additional remaining funds will be used to pay valid claims for Alternative Cash Payment. The amount of each Alternative Cash Payment shall be calculated by dividing the remaining funds in the Net Settlement Fund by the number of valid claims submitted for Alternative Cash Payments.

In the event the Net Settlement Fund is insufficient to cover the payment for the Credit Monitoring claimed by Class Members, the duration of the Credit Monitoring coverage will be reduced to exhaust the fund. In such an event, no Net Settlement Funds will be distributed to Claimants for Approved Claims for Alternative Cash Payments. In the event that the aggregate amount of all Documented Loss Payments and payments for the Credit Monitoring exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments and payments due for Credit Monitoring does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Alternative Cash Payments.

#### 10. How do I submit a claim for reimbursement of Documented Losses, Lost Time, Credit Monitoring, or Alternative Cash Payment?

Settlement Class Members seeking reimbursement for Documented Losses, Lost Time, Credit Monitoring, or the Alternative Cash Payment must complete and submit a Claim Form to the Claims Administrator by **-DATE-**. Claim Forms can be submitted online at [www.BassettDataBreach.com](http://www.BassettDataBreach.com) or by mail. If by mail, the Claim Form must be **postmarked** by **-DATE-**.

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

Unless you exclude yourself (opt out), 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 Defendant and Released Parties about the legal issues in this Litigation that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

#### 12. What are the Released Claims?

The Settlement Agreement in Sections 8, 1.23 and 1.24 describes the Release, Released Claims, and Released Parties in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.BassettDataBreach.com](http://www.BassettDataBreach.com) or in the public Court records on file in this lawsuit. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in **Question 16** of this Notice for free, or you can talk to your own lawyer at your own expense.

### HOW TO GET BENEFITS FROM THE SETTLEMENT

#### 13. How do I make a claim for Settlement Benefits?

To submit a claim for reimbursement for a Documented Ordinary Loss Payment, Lost Time, a Documented Extraordinary Loss Payment, Credit Monitoring, or an Alternative Cash Payment, you must timely submit a valid Claim Form. Settlement Class Members seeking benefits under the Settlement must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before **-DATE-**. Claim Forms may be submitted online at [www.BassettDataBreach.com](http://www.BassettDataBreach.com) or printed from the Settlement website and mailed to the Claims Administrator at the address on the form. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-**XXX-XXX-XXXX** or by writing to:

**Bassett Data Breach Settlement  
c/o Claims Administrator**  
Attn: Claim Forms  
**1650 Arch Street, Suite 2210**  
**Philadelphia, PA 19103**  
info@BassettDataBreach.com

#### 14. What happens if my contact information changes after I submit a claim?

If you change your mailing address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-**XXX-XXX-XXXX** or by writing to:

Bassett Data Breach Settlement  
c/o Claims Administrator  
Attn: Claim Updates  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
info@BassettDataBreach.com

#### 15. When will I receive my Settlement benefits?

If you file a timely and valid Claim Form, payment will be provided by the Claims 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.BassettDataBreach.com](http://www.BassettDataBreach.com) for updates.

### THE LAWYERS REPRESENTING YOU

#### 16. Do I have a lawyer in this case?

Yes, the Court has appointed attorneys Nicholas A. Migliaccio, Jason S. Rathod, and Saran Q. Edwards of Migliaccio & Rathod LLP, and Edward Maginnis and Ian Vance of Maginnis Howard as Class Counsel 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 litigation.

#### 17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs not to exceed 33 and 1/3% of the Settlement Fund, or approximately \$129,154. They will also ask the Court to approve a service award for up to \$4,000 to the Class Representative for participating in this Litigation and for her efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service awards will be paid out of the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the Settlement website at [www.BassettDataBreach.com](http://www.BassettDataBreach.com) before the deadline for you to comment, or object to the Settlement.

### OPTING OUT FROM THE SETTLEMENT

Questions? Visit [www.BassettDataBreach.com](http://www.BassettDataBreach.com) or call toll-free 1-**XXX-XXX-XXXX**

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

### 18. How do I get out of the Settlement?

To opt out of the Settlement, you must mail or submit via the Settlement website, a written notice of your intent to opt out. The written notice must be signed, include your name and address, and clearly state that you wish to be excluded from the Settlement Class.

If you opt-out via mail, the request must be **postmarked** and sent to the Claims Administrator at the following address by **-DATE-**:

Bassett Data Breach Settlement  
Attn: Opt Outs  
P.O. Box 58220  
Philadelphia, PA 19102

You cannot exclude yourself by telephone or by email.

### 19. If I opt out, can I get anything from the Settlement?

No. If you opt out, you give up any right to make a claim for any of the benefits made available as part of the Settlement Agreement. You will retain your right to sue the Defendant for the claims asserted in the Litigation or related to the Data Breach.

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

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

## OBJECTING TO THE SETTLEMENT

### 21. 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 or requested attorneys’ fees and costs. You can also give reasons why you think the Court should not approve the Settlement or attorneys’ fees and costs. To object, you must file timely written notice as provided below no later than **-DATE-**, stating you object to the Settlement. The objection must include all the following additional information:

- (1) The objector’s full name, address, telephone number, and email address (if any);
- (2) The case name and docket number, Myers v. Bassett Furniture Industries, Inc., Case No. 4:23-cv-00026-TTCS105;
- (3) Information identifying the Settlement Class Member, including proof that he or she is a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Data Breach, or a statement explaining why you believe you are a Settlement Class Member);
- (4) A clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;

- (5) The identity of any and all counsel representing the objector;
- (6) A statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- (7) A list of proceedings in which You have submitted an objection to a class action settlement during the past five years; and
- (8) The objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (if any).

To be timely, written notice of an objection in the appropriate form containing the case name and docket number (*Myers v. Bassett Furniture Industries, Inc.*, Case No. 4:23-cv-00026-TTC) must be filed with the Claims Administrator by **-DATE-**, with copies to Class Counsel and Counsel for Defendant:

Claims Administrator	Class Counsel	Counsel for Defendant
Bassett Data Breach Settlement c/o Claims Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103	Migliaccio & Rathod LLP 412 H Street N.E., Suite 302, Washington, D.C. 20002  Maginnis Howard 7706 Six Forks Rd., Ste. 101, Raleigh, North Carolina 27615	Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200, Devon, PA 19333

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 6 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

The objector or his or her counsel may also file Objections with the Court through the Court’s Electronic-Claims-Filing system, with service on Proposed Settlement Class Counsel and Defendant’s Counsel made through the Electronic-Claims-Filing system. For all objections mailed to Proposed Settlement Class Counsel and counsel for Defendant, Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

**22. 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 costs. 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 FAIRNESS HEARING**

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

The Court will hold a Final Fairness Hearing on **-DATE-**, at **-TIME-** before Judge Thomas T. Cullen at the United States District Court for the District of Western Virginia , 210 Franklin Road, Suite 200, Roanoke, VA, 24011.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsels’ application for attorneys’ fees, costs and

expenses, and the service awards to the Plaintiff. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Fairness Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted at [www.BassettDataBreach.com](http://www.BassettDataBreach.com).

#### 24. Do I have to attend the Final Fairness Hearing?

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

#### 25. May I speak at the Final Fairness Hearing?

Yes, as long as you do not exclude yourself (opt out), you can (but do not have to) participate and speak for yourself in this Litigation and Settlement. 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 (at your own expense) instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 21 above—and specifically include a statement whether you and your counsel will appear at the Final Fairness Hearing.

### IF YOU DO NOTHING

#### 26. 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. You will give up the rights explained in the “Opting Out from 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 the Defendant, the Related Entities, or any of the Released Persons about the legal issues in this Litigation that are released by the Settlement Agreement relating to the Data Breach.

### GETTING MORE INFORMATION

#### 27. 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.BassettDataBreach.com](http://www.BassettDataBreach.com), by calling 1-**XXX-XXX-XXXX**, or by writing to:

Bassett Data Breach Settlement  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
info@BassettDataBreach.com

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



## **Exhibit C**

LEGAL NOTICE

If you were notified of a data breach involving Bassett Furniture in or about September 2023, you may be entitled to benefits from a class action settlement.

*A federal court has authorized this Notice.*

**For more information, visit [www.BassettDataBreach.com](http://www.BassettDataBreach.com) or call toll-free 1-XXX-XXX-XXXX.**

Bassett Data Breach Settlement  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

«Barcode»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

A \$387,500 settlement has been reached in a class action lawsuit against Bassett involving unauthorized access to Bassett's former e-commerce website hosted and maintained by a third-party company that potentially resulted in unauthorized access to full names, addresses, and financial account information (the "Private Information") of Settlement Class Members (the "Data Breach"). Bassett denies all liability.

**Who is included?** Bassett's records indicate that you are included in the Settlement. The Settlement includes all persons Bassett identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach.

**What does the Settlement provide?** The Settlement provides Class Members with the right to claim 2-years of credit monitoring, compensation for documented ordinary losses (up to \$2,000), compensation for lost time (up to 10 hours at \$30 per hour), and documented extraordinary losses (up to \$10,000). In the alternative, Class Members may claim a pro rata cash payment instead of the other cash benefits. The cash payments are estimated to be \$250 for non-California residents, and \$400 for California residents (in recognition of the statutory claims of California residents).

**How do I get benefits?** You must complete and submit a Claim Form by **Month \_\_, 2024**. Claim Forms are available and may be filed online at [www.bassettdatabreach.com](http://www.bassettdatabreach.com). If you would like to file a claim for the cash benefit only, you may complete and return the attached Claim Form.

**What are my other options?** If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month \_\_, 2024**. Unless you exclude yourself from the Settlement, you will not be able to sue Bassett or its related parties for any claim released by the Settlement Agreement. If you do not exclude yourself from the Settlement, you may object and notify the Court that you or your lawyer intend to appear at the Court's fairness hearing. Objections are due **Month \_\_, 2024**.

**The Court's Fairness Hearing.** The Court will hold a final fairness hearing in this case (*Myers v. Bassett Furniture Industries*, Case No. 4:23-cv-00026-TTC) on **Month \_\_, 2024, at \_\_:0\_\_ m.** at the United States District Court for the Western District of Virginia, located at 210 Franklin Rd., Roanoke, VA 24011. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel's request for up to \$129,154 in attorneys' fees, and reimbursement of expenses; and (3) a \$4,000 Service Award to the Class Representative. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

NOTICE ID: «NOTICE ID» «FIRST NAME» «LAST NAME» «ADDRESS»	<b>BASSETT DATA BREACH SETTLEMENT CLAIM FORM</b>	«Barcode»
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## CLAIM FORM FOR CASH ALTERNATIVE PAYMENT

If you wish to receive a cash payment (estimated to be \$250 for non-California residents and \$400 for California residents, adjusted up or down depending on the number of claims filed), check the box below, sign, and return this Claim Form. A check will be mailed to the same address this Notice was mailed to. If you would like to receive your payment via Venmo or Zelle, you must submit a Claim Form online at [www.BassettDataBreach.com](http://www.BassettDataBreach.com).

I would like to receive a Cash Payment.

**SIGNATURE:** I swear and affirm that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

First-Class  
Mail  
US Postage  
Pre-Paid  
Permit #\_\_

Bassett Data Breach Settlement  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103