Superior Court of Los Angeles County, California

Victor Estrada v. The Merchant of Tennis, Inc. et al.
Case No. 24STCV09656

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE FEBRUARY 2024 THE MERCHANT OF TENNIS, INC., CYBERSECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with The Merchant of Tennis, Inc.; U.S. Merchants Financial Group, Inc.; and U.S. Optical Merchants, Inc. ("The Merchant of Tennis" or "Defendants") in a class action lawsuit. This case is about the targeted cyberattack on The Merchant of Tennis' computer systems that occurred in February 2024 (the "Cybersecurity Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; social security numbers and/or driver's license numbers.
- The lawsuit is called *Victor Estrada v. The Merchant of Tennis, Inc. et al.*, Case No. 24STCV09656. It is pending in the Superior Court of Los Angeles County, California (the "Litigation").
- The Merchant of Tennis denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- If you received a postcard, The Merchant of Tennis' records indicate that you are a Settlement Class Member and entitled to benefits under the Settlement. You may have also received a previous notice directly from The Merchant of Tennis. If you did not receive a postcard, but were employed by a third party and provided trucking or delivery services for the Merchant of Tennis at or before the time of the Cybersecurity Incident ("Non-Employee"), you may also be a Settlement Class Member and entitled to benefits under the Settlement.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you are a Settlement Class Member and do nothing, you will automatically receive a cash payment, unless you are a Non-Employee. If you are a Non-Employee and do nothing, you will not receive a benefit or payments from this Settlement. You will also give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	No Deadline
SUBMIT A CLAIM	For Non-Employees, the only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. For all other Settlement Class Members, you will automatically receive cash compensation without the need to submit a claim form. However if you wish to dispute your residency or claim out-of-pocket losses and/or credit monitoring, you must submit a Claim Form. The fastest way to submit your Claim Form is online at www.USMsettlement.com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**January 27, 2027**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**December 28, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Settlement Administrator about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**December 28, 2026**

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3
WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6
THE LAWYERS REPRESENTING YOU 7
EXCLUDING YOURSELF FROM THE SETTLEMENT 7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 8
THE COURT'S FINAL APPROVAL HEARING 8
IF I DO NOTHING 9
GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The Superior Court of Los Angeles County, California, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Victor Estrada v. The Merchant of Tennis, Inc. et al.*, Case No. 24STCV09656. It is pending in the Superior Court of Los Angeles County, California. The person that filed this lawsuit is called the "Plaintiff" (or "Class Representative") and the companies they sued, The Merchant of Tennis, Inc.; U.S. Merchants Financial Group, Inc.; and U.S. Optical Merchants, Inc., are called the "Defendants."

2. What is this lawsuit about?

This lawsuit alleges that during the February 2024 targeted cyberattack on The Merchant of Tennis' computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; social security numbers and/or driver's license numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Victor Estrada. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendants are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiff and his attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "The individuals whose information was impacted by the Cybersecurity Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) The Merchant of Tennis and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Cybersecurity Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@USMSettlement.com
- Call toll free, 24/7: (855) 444-5824
- By mail: The Merchant of Tennis Cybersecurity Incident Settlement
  c/o Settlement Administrator
  P.O. Box 25226
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.USMSettlement.com.

The Settlement Benefits

7. What does the Settlement provide?

The Merchant of Tennis will establish a Settlement Fund of $685,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payment for the Plaintiff, and the costs of administering the Settlement. The net remaining money will be used to pay for the benefits described below. Class Counsel will ask the Court to approve attorneys' fees of one-third of the Settlement Fund ($228,333.33), reimbursement of litigation costs of up to $20,000.00, a Service Award of $2,500.00 for the Plaintiff, and Notice and Administrative Expenses of approximately $53,972 payable to the Settlement Administrator. Any money remaining in the Settlement Fund from checks that are not cashed will be distributed to the Electronic Frontier Foundation as a cy pres recipient, subject to Court approval.

All Settlement Class Members, except for Non-Employees, will automatically receive **Cash Compensation** without the need to submit a Claim Form. Settlement Class Members who were residents of California in February 2024 are eligible to receive a one-time cash payment that is estimated to be **$45.00**. Class Members from all other states are eligible to receive a one-time **$15.00** cash payment. The final amounts may be larger or smaller depending on the total claims filed. A Settlement Class Member other than a Non-Employee whose mailing address on the Settlement Class List is outside California, but who was a California resident at the time of the Cybersecurity Incident, may instead receive a payment initially set at $45 by submitting a Claim Form, providing their California address at the time of the Cybersecurity Incident and attesting to their California residency at that time.

Non-Employees may claim Cash Compensation by submitting a Claim Form. A Non-Employee who was a California resident at the time of the Cybersecurity Incident will receive a payment initially set at $45. All other Non-Employees will receive a payment initially set at $15. California residency at the time of the Cybersecurity Incident will be determined based on an attestation by the Non-Employee on the Claim Form to their California residency at the time of the Cybersecurity Incident accompanied by their California address at that time. The final amounts may be larger or smaller depending on the total claims filed. Here is how and when the final Cash Compensation amounts will be determined: after the Claims Deadline, the Settlement Administrator will finish reviewing all claims and will first pay all approved claims for Out-of-Pocket Losses and Credit Monitoring Services, together with attorneys' fees and costs, the Service Award, and Notice and Administrative Expenses, in each case as approved by the Court. Whatever money then remains in the Settlement Fund will be divided among everyone entitled to Cash Compensation, increasing or decreasing the $45.00 and $15.00 estimates on a pro rata basis. The $45.00 group will always receive three (3) times the amount received by the $15.00 group. This calculation will be completed after the Court grants final approval and before any payments are issued.

You may also choose to receive two years of **Credit Monitoring Services** and/or **Reimbursement for Out-of-Pocket Losses**. These benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years **of CyEx Identity Defense**. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- high-risk financial transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

REIMBURSEMENT FOR OUT-OF-POCKET LOSSES. If you incurred actual, documented out-of-pocket losses due to the Cybersecurity Incident, you can get back up to **$2,000.00**. The losses must have occurred between February 1, 2024, and January 27, 2027.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Cybersecurity Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@USMSettlement.com
- Call toll free, 24/7: (855) 444-5824
- By mail: The Merchant of Tennis Cybersecurity Incident Settlement
  c/o Settlement Administrator
  P.O. Box 25226
  Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against The Merchant of Tennis about the issues that this Settlement covers. The claims you will be releasing are as follows:

You and your heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on your behalf, release Defendants and each and every of their respective predecessors, current, former, and future related or affiliated entities of any nature whatsoever (including Greenline Transportation), parents (including XR10 Capital) and subsidiaries whether direct or indirect, related entities under common ownership, as well as all such parties' customers, representatives, officers, agents, advisors, stockholders, vendors, members, managers, directors, employees, insurers, reinsurers, successors, assigns, and attorneys, from any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown, existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Cybersecurity Incident or the facts alleged in the Class Action Complaint or subsequent operative complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

Submitting a Claim Form for Settlement Benefits

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.USMSettlement.com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

The Merchant of Tennis Cybersecurity Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-855-444-5824, by email info@USMSettlement.com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by **January 27, 2027**. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than **January 27, 2027**.

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on **March 30, 2027** (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Joshua Swigart of Swigart Law Group APC and Ben Travis of Ben Travis Law, APC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve 33.33% of the Settlement Fund ($228,333.33) as reasonable attorneys' fees and $20,000.00 for reimbursement of costs and expenses. These amounts will be paid from the Settlement Fund.

Class Counsel will also ask for a Service Award Payment of $2,500.00 for the Class Representative. The Service Award Payment will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue The Merchant of Tennis on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **December 28, 2026**.

To be valid, your Request for Exclusion must have the following information:

(1) the name of the Litigation: *Victor Estrada v. The Merchant of Tennis, Inc. et al.*, Case No. 24STCV09656, pending in the Superior Court of Los Angeles County, California;

(2) your full name and mailing address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

The Merchant of Tennis Cybersecurity Incident Settlement
ATTN: Exclusion Request
P.O. Box 25226
Santa Ana, CA 92799-9958

Your Request for Exclusion must be postmarked by **December 28, 2026**.

Commenting on or Objecting to the Settlement

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

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**).

To be considered by the Court, your written objection must be submitted to the Settlement Administrator by **December 28, 2026**.

The Merchant of Tennis Cybersecurity Incident Settlement
ATTN: Objections
P.O. Box 25226
Santa Ana, CA 92799-9958

You may also appear at the hearing to object to the Settlement even if you have not submitted a written objection.

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on **March 30, 2027, at 10:30am Pacific Time**, in Department 12 of the Superior Court of California, County of Los Angeles located at 312 North Spring Street, Los Angeles, CA 90012.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how much Class Counsel should be paid, and whether to award a Service Award Payment to the Class Representative. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.USMSettlement.com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you submit a written objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was submitted on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you are a Settlement Class Member, you will automatically receive a cash payment, unless you are a Non-Employee. If you are a Non-Employee and do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.USMSettlement.com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@USMSettlement.com
- Call toll free, 24/7: 1-855-444-5824
- By mail: The Merchant of Tennis Cybersecurity Incident Settlement
  c/o Settlement Administrator
  P.O. Box 25226
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court located at 312 North Spring Street., Los Angeles, CA 90012.

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT