

If you were sent a Notice of Data Breach from thyssenkrupp Materials NA, Inc., in January or May, 2021, you could get benefits from a class action settlement.

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

- The settlement provides benefits to settle claims relating to a Data Incident that occurred on or about December 28, 2020, in which tk Materials' servers and workstations were encrypted in a ransomware attack that Plaintiffs allege involved a compromise of the personally identifiable information of certain of its current and former employees, including, but not limited to, exposure of names, addresses, Social Security numbers, dates of birth, direct deposit information, health information, and contact information.
- The settlement benefits include:
 - For persons who already took advantage of two years of credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance) through TransUnion Interactive's *myTrueIdentity* product offered at no cost by Defendants, Defendants will automatically extend the service for one additional year (three years total).
 - For persons who did not take advantage of the original offer, Defendants will provide the option to enroll in two years of credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance) through TransUnion Interactive's *myTrueIdentity* product, at no cost.
 - Defendants will pay valid claims submitted for Ordinary Losses (\$200 max), Lost Time (\$25/hr, 6 hrs/\$150 max), and Extraordinary Losses (\$8,000 max) you experienced related to the Data Incident. If valid claims exceed \$750,000, payments will be reduced pro rata.
- You have the right to do nothing, submit a claim, object to the settlement or any part of it, or opt out of the Settlement. If you do not opt out of the settlement, and final approval is granted, you will release any claims you have relating to the Data Incident as set forth in the settlement agreement.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM	To receive any of the cash benefits or the two years of identity theft protection services available from the settlement, you must submit a claim using the Claim Form, which may be obtained online at www.CrawfordClassAction.com or by calling 1-877-750-0348 . If you submit a claim, you give up the right to bring a separate lawsuit about the same issues, but you are eligible to receive any of the settlement benefits to which you have a valid claim.
EXCLUDE YOURSELF	If you exclude yourself from the settlement, you will get no benefits from the settlement, but you will keep the right to bring a separate lawsuit about the same issues at your own expense, if you choose.
OBJECT	If you object to the settlement or any part of it, you may write to the Court about your objection. If the settlement is approved you will still give up the right to bring a separate lawsuit about the same issues, and you will need to submit a claim to receive any settlement benefits.
DO NOTHING	If you do nothing you will give up the right to bring a separate lawsuit about the same issues, and you will not be eligible to receive any benefits of the settlement, other than a one year extension to identity theft protection services, if you enrolled as part of Defendant's original offer.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals.

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BASIC INFORMATION

1. Why did I get this notice?

This notice has been posted to the settlement website relating to a class action brought against Defendants relating to a Data Incident that occurred on or about December 28, 2020, in which tk Materials' servers and workstations were encrypted in a ransomware attack that Plaintiffs allege involved a compromise of the personally identifiable information of certain current and former employees, including, but not limited to, exposure of names, addresses, Social Security numbers, dates of birth, direct deposit information, health information, and contact information.

The Court provided this notice because class members have a right to know about the proposed class action settlement, and about their options, before the Court decides whether to approve the settlement. This package explains the lawsuit, the settlement, class members' legal rights, what benefits are available, and how to claim those benefits.

The Court in charge of the case is the Circuit Court of the City of St. Louis, State of Missouri, and the case is known as *Crawford v. Thyssenkrupp Materials NA, Inc.* The people who sued are called the Plaintiffs, and the companies they sued are called the Defendants.

2. What is the lawsuit about?

The lawsuit claims that the Defendants failed to properly safeguard the personally identifiable information that Plaintiffs allege was compromised in the Data Incident. Defendants contend that they acted in accordance with applicable law and that they have no liability or fault relating to the Data Incident.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has decided it meets the legal requirements to be a class action. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. Instead, both sides agreed to a settlement. The Plaintiffs have the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Defendants are legally responsible, whether this case could proceed as a class action if litigated, whether Plaintiffs would be able to prove causation and damages at trial, and whether any verdict would withstand appeal, which might result in Class Members receiving no recovery, or a substantially smaller recovery than that being offered here. Even if the Plaintiffs were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement provides, and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation in exchange for access to defined benefits now.

While Defendants dispute Plaintiffs' claims, they have agreed to settle the lawsuit to avoid the costs, distractions, and risks of litigation. Thus, even though Defendants deny that they did anything improper, they believe settlement is in the best interests of all the parties. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money or other benefits from this settlement, you first have to decide if you are a Class Member.

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

If this notice is addressed to you, then you are a member of one or more of the Settlement Classes, you will be a part of the settlement, and you will be eligible to receive the benefits of the settlement, unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide and how can I claim benefits?

The Settlement provides for a number of benefits, and class members can claim as many of the benefits to which they are entitled.

First, for class members who signed up for Defendants' original offer to provide, at no cost, credit monitoring and identity theft protection services (including \$1,000,000 in identity

theft insurance) for two years through TransUnion Interactive's *myTrueIdentity* product, those class members will automatically receive an additional one year extension of that service, with no need to make a claim for that benefit.

Second, for class members who did not sign up for Defendants' original offer of *myTrueIdentity* monitoring and protection, those class members may submit a claim to receive, at no cost, two years of *myTrueIdentity* credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance).

Third, class members who suffered an out-of-pocket loss or lost time related to the Data Incident may submit a claim for a cash reimbursement. Defendants will pay Ordinary Losses (\$200 max), Lost Time (\$25/hr, 6 hrs/\$150 max), and Extraordinary Losses (\$8,000 max) that a class member experienced related to the Data Incident. These categories are explained in detail on the Claim Form. If valid claims exceed \$750,000, payments will be reduced pro rata.

To receive any of the cash benefits or the two years of identity theft protection services available from the settlement, you must submit a claim using the Claim Form, which may be obtained online at **www.CrawfordClassAction.com** or by calling **1-877-750-0348**. Class Members who already signed up for identity theft protection services offered by Defendants in 2021 will automatically receive an extension of those services from two to three years if the settlement is finally approved by the Court but will need to submit a claim to receive reimbursement for Lost Time, Ordinary Losses, or Extraordinary Losses, if any.

In addition to these benefits, Defendants have agreed to pay for the costs of notice and settlement administration, attorneys' fees and expenses up to \$435,000, and service awards to both Plaintiffs of \$3,500 each, all in addition to the other benefits described above.

7. When would I get my benefits?

The Court will hold a hearing on February 27, 2023, to decide whether to approve the settlement. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year.

8. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Defendants relating to the Data Incident. It also means that all of the Court's orders will apply to you. Once the settlement is final your claims relating to *this* case will be released.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement or the other benefits described here, but

Questions? Call 1-877-750-0348 or visit www.CrawfordClassAction.com Page 6

you want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement.

9. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Crawford v. Thyssenkrupp Materials NA, Inc.* The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **January 23, 2023** to:

**Crawford v. Thyssenkrupp
Exclusions
P.O. Box 6929
Portland, OR 97228-6929**

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendants in the future.

10. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendants for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that suit immediately. You must exclude yourself from *this* settlement to continue your own lawsuit. Remember that the exclusion deadline is **January 23, 2023**.

11. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money or forgiveness from this settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of Branstetter, Stranch & Jennings, PLLC; Carey Danis & Lowe; Cohen & Malad, LLP; and Muchnick Haber Margolis, LC. to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to \$435,000, and service awards to both of the two Plaintiffs for \$3,500 each, all to be paid by the Defendants separate from, and in addition to, the benefits offered to class members under the Settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

14. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. The Court will consider your views. To object, you must send a letter saying that you object to the settlement, or part of it, in *Crawford v. Thyssenkrupp Materials NA, Inc.* You must include your name, address, telephone number, your signature, and the reasons you object to the settlement, along with any materials in support of your arguments. If you intend to appear at the final approval hearing either yourself or by a lawyer, you must also state your intention to appear. You must mail the objection to the Settlement Administrator at the following address no later than **January 23, 2023**:

**Crawford v. Thyssenkrupp
Objections
P.O. Box 6929
Portland, OR 97228-6929**

15. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement. Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not need to attend, but you are welcome to do so, if you choose.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **9:00 a.m. on February 27, 2023** at 10

N. Tucker Blvd., St. Louis, MO 63101 (or by telephonic or videoconference if necessary, please check the Settlement Website for updates on the hearing). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 18 of this notice. The Court may also decide how much to pay Class Counsel and the Plaintiffs. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it, unless you want to. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary unless you want to.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing along with your objection as set forth in paragraph 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, but you must submit a claim to receive any benefits (other than automatic extension of *myTrueIdentity*, if you signed up in response to Defendants' original offer). You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants relating to the Data Incident.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement on file with the Court and available on the settlement website at www.CrawfordClassAction.com. You can also call toll free 1-877-750-0348, and Class Counsel will answer any questions you have.