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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SUMNER DAVENPORT, DANIEL COHEN, and WILLIAM WOODWARD individually and on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

LA FINANCIAL FEDERAL CREDIT UNION, d/b/a LA FINANCIAL

Defendant.

Case No.: 24-ST-CV-24021

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND ADEQUACY OF NOTICE PLAN

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. ("Epiq") and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of business at Epiq and Epiq Legal Noticing (hereinafter "Epiq").

OVERVIEW

5. This declaration describes the successful implementation of the Settlement notice plan ("Notice Plan") and notices (the "Notice" or "Notices") for *Davenport et al. v. LA Financial Federal Credit Union d/b/a LA Financial*, Case No. 24STCV24021, pending in the Superior Court of California for the County of Los Angeles. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* ("Notice Plan Declaration") on August 27, 2025, which described the Notice Plan, detailed Epiq's class action notice experience, and attached Epiq's *curriculum vitae.* I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

NOTICE PLAN METHODOLOGY

6. California Rules of Court direct "[i]f the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court."[1] The Rules also direct "[i]f the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court." The Notice Plan as designed and implemented satisfied this requirement.[2]

7. The Notice Plan's individual notice efforts via mail to identified Settlement Class Members reached approximately 99% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Plan was consistent with other court-approved notice plans and satisfied the requirements of due process, including its "desire to actually inform" requirement.[3]

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[1] CRC, Rule 3.766(a).

[2] CRC, Rule 3.769(f).

[3] *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) ("But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness

NOTICE PLAN DETAIL

8. On April 7, 2026, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the *Amended Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement* ("Preliminary Approval Order"). In the Preliminary Approval Order, the Court approved and certified, for settlement purposes, the following "Settlement Class":

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

9. After the Court's Preliminary Approval Order was entered, Epiq implemented the Notice Plan. This declaration details the notice activities undertaken to date, and explains how and why the Notice Plan was comprehensive and well-suited to reach the Settlement Class Members. This declaration also discusses the administration activity to date.

NOTICE PLAN

Individual Notice

10. On April 22, 2026, Epiq received one data file with 34,867 Settlement Class Member records, which included names and contact information, to the extent available ("Settlement Class List"). Epiq de-duplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database for this Settlement. These efforts resulted in 34,741 unique, identified Settlement Class Member records. It was anticipated that an Email Notice would be sent to Settlement Class Members for whom a valid email address was available. However, email addresses were not included in the data received, and therefore only Postcard Notices were sent.

Individual Notice – Direct Mail

11. On May 7, 2026, Epiq commenced sending 34,741 double Postcard Notices with a detachable Claim Form ("Postcard Notice") to identified Settlement Class Members with an associated physical address. The Postcard Notice was sent via United States Postal Service ("USPS") first class mail. The Postcard Notice clearly described the Settlement and the legal rights of the Settlement Class

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and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .").

Members. In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 1**.

12. Prior to sending the Postcard Notices, mailing addresses were checked against the National Change of Address ("NCOA") database maintained by the USPS to ensure the Settlement Class Member address information was up-to-date and accurately formatted for mailing.[4] In addition, the addresses were certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and were verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

13. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that had not expired ("Postal Forwards"). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that were found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices were promptly remailed. As of June 25, 2026, Epiq has remailed 246 Postcard Notices.

14. Additionally, a Long Form Notice and Claim Form ("Claim Package") were mailed to all persons who requested one via the toll-free telephone number or other means. As of June 25, 2026, Epiq has mailed 23 Claim Packages as a result of such requests. The Long Form Notice is included as **Attachment 2**. The Claim Form is included as **Attachment 3**.

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[4] The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

Notice Results

15. As of June 25, 2026, a Postcard Notice was delivered to 34,528 of the 34,741 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 99% of the identified Settlement Class Members.

Settlement Website

16. On May 6, 2026, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.LAFinancialSettlement.com). Relevant documents are posted on the Settlement Website, including the Long Form Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, and Complaint. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to file a Claim Form on the Settlement Website. The Settlement Website address was prominently displayed in all notice documents. As of June 25, 2026, there have been 2,279 unique visitor sessions to the Settlement Website, and 7,100 web pages have been presented.

Toll-Free Telephone Number & Contact Information

17. On May 6, 2026, Epiq established a toll-free telephone number (1-866-931-4009) for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. In addition, callers have the option to speak to a live agent during normal business hours. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of June 25, 2026, there have been 166 calls to the toll-free telephone number representing 1,126 minutes of use, and service agents have handled 90 incoming calls representing 706 minutes of use and eight outbound calls representing 29 minutes of use.

18. A postal mailing address and email address were established and continue to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objections

19. The deadline to request exclusion from the Settlement or to object to the Settlement is July 6, 2026. As of June 25, 2026, Epiq has received no requests for exclusion. As of June 25, 2026, Epiq is aware of no objections to the Settlement.

Claim Submission & Distribution Options

20. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members can file a Claim Form online or by mail. With any method of filing a Claim Form, Settlement Class Members are given the option of receiving a digital payment or a traditional paper check. Epiq worked with Counsel for the parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

21. The deadline for Settlement Class Members to submit a Claim Form is August 5, 2026. As of June 25, 2026, Epiq has received 4,041 Claim Forms (1,003 online and 3,038 paper). This reflects a current claim rate of approximately 11.6%, which is anticipated to increase as additional Claim Forms are filed. Since the Claims Deadline has not yet passed, these numbers are preliminary, and Epiq has not yet completed and finalized review of all Claim Forms. The following table provides additional details regarding the Claim Forms received and processed to date:

Claim Detail	***Claim Count***[5]	***Amount Claimed***[6]
Documented Loss Payment[7]	5	$ 16,859.85
Alternative Cash Payment[8]	3,253	TBD

[5] Of the 3,757 Claim Forms received, 171 paper claims were recently received and have not been fully processed. 574 claims selected both cash payment options.

[6] Claims are still being processed and reviewed. As of June 25, 2026, there are no substantiated claims.

[7] Settlement Class Members who submitted a timely and valid Claim Form with documentation are eligible to receive reimbursement for documented losses for up to $5,000 per Settlement Class Member.

[8] Settlement Class Members who submit a timely and valid Claim Form, without documentation, are eligible to receive an alternative cash payment.

Claim Detail	*Claim Count*[5]	*Amount Claimed*[6]
California Statutory Award[9]	2,618	$ 261,800
Credit Monitoring Services[10]	2,014	n/a

As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

PLAIN LANGUAGE NOTICE DESIGN

22. The Notices were designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. The design of the Notices followed the principles embodied in the Federal Judicial Center's ("FJC") illustrative "model" notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that Epiq's noticing experts have written and designed in a similar fashion. The Notices contained substantial, albeit easy-to-read summaries of all key information about Settlement Class Members' rights and options. Consistent with our normal practice, all notice documents underwent a final edit prior to actual mailing and publication for grammatical errors and accuracy.

23. The Notices mailed to all identified Settlement Class Members provided substantial information to the Settlement Class. The Notices included (i) details regarding the Settlement Class Members' ability to opt-out or object to the Settlement Agreement, (ii) the deadline to opt-out or object, and (iii) the date, time, and location of the Final Approval Hearing, among other information.

COST OF NOTICE AND ADMINISTRATION

24. Through May 2026, administration fees and expenses total $65,469.03, which is inclusive of the costs to implement the Notice Plan and handle settlement administration to date. Additional work

[9] In addition to the Documented Loss Payment or Alternative Cash Payment, Settlement Class Members residing in California at any time between June 10, 2024, and the Claims Deadline, may submit a Claim Form for an additional cash payment of $100.

[10] In addition to the Documented Loss Payment, Alternative Cash Payment, and California Statutory Award, Settlement Class Members may also submit a Claim Form to receive two years of free credit monitoring services.

remains leading up to and following the Final Approval Hearing to complete all aspects of the settlement administration. The remaining work to be completed includes: (1) processing Claim Forms and completing quality review; (2) distributing settlement funds to the Settlement Class Members with a valid Claim Form (digital payments or physical checks and postage); (3) handling undeliverable payments; (4) re-issuing payments; (5) communications with Settlement Class Members, including maintaining the Settlement Website and toll-free telephone number throughout the remaining duration of the settlement administration; and (6) associated project management and related billable hours to handle the distribution and related settlement administration responsibilities. Prior to the beginning of the project, and based on the anticipated scope of settlement administration, Epiq agreed to cap its fees and costs at $85,000. We are currently projecting that the project will come within that cap. If volumes change unexpectedly that increase out-of-pocket expenses (such as print and postage) beyond the capped amount, we will alert the parties immediately. All fees and expenses are subject to the Service Contract under which Epiq is retained as the Settlement Administrator, and the terms and conditions of that agreement.

CONCLUSION

25. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, that the notice or notice plan provides class members with easy access to the details of how the class action may impact their rights. All of these requirements were met in this case.

26. The Notice Plan included individual notice via mail to identified Settlement Class Members. With the address updating protocols that were used, the Notice Plan individual notice efforts reached approximately 99% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases and is illustrative for state cases, states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts

together will reach a high percentage of the class. It is reasonable to reach between 70–95%."[11] Here, we have developed and implemented a Notice Plan that readily achieved a reach beyond the high end of that standard.

27. The Notice Plan followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

> a) "[W]hen notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
>
> b) "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

28. The Notice Plan conformed to all aspects of the California Code of Civil Procedure and the California Rules of Court, comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth and FJC guidance, and met the requirements of due process, including its "desire to actually inform" requirement.

29. The Notice Plan schedule afforded enough time to provide full and proper notice to the Settlement Class Members before the Opt-Out Period and Objection Deadline.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed July 2, 2026.

C.A.

Cameron R. Azari, Esq.

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[11] FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0.

Attachment 1

LA Financial Data Security Incident
Settlement Administrator
P.O. Box 6425
Portland, OR 97228-6425

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO. 2882

Court-Approved Legal Notice
Davenport et al. v. LA Financial Federal Credit Union, d/b/a LA Financial
Case No. 24STCV24021, Superior Court of California for the County of Los Angeles

If you reside in the United States and your Private Information was compromised in a data breach on or about June 10, 2024, involving LA Financial Federal Credit Union, d/b/a LA Financial, you may be entitled to Settlement Benefits from a Settlement.

A court has authorized this notice.
*This is **not** a solicitation from a lawyer.*
www.LAFinancialSettlement.com
1-866-931-4009

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

CLAIM FORM
Claims must be postmarked or submitted online by August 5, 2026.

*Address:

*City: *State: *ZIP Code:

*Email Address

Documented Loss Payment: To claim a Documented Loss Payment, you must visit the Settlement Website and submit a Claim Form electronically or download and print a Claim Form and file by mail.

☐ **Alternative Cash Payment:** By checking this box, I affirm I want to receive the Alternative Cash Payment.

☐ **California Statutory Award:** By checking this box, I affirm I am or was a California resident between June 10, 2024, and the Claims Deadline, and I want to receive the California Statutory Award.

☐ **Credit Monitoring Services:** By checking this box, I affirm I want to receive two years of free credit monitoring.

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature: Date: MM – DD – YYYY

A $725,000 settlement has been reached in a class action lawsuit against LA Financial Federal Credit Union, d/b/a LA Financial ("Defendant"), related to a data breach ("Data Security Incident") involving the Defendant on or about June 10, 2024, that impacted the Private Information of the Settlement Class. Private Information means information potentially compromised in the Data Security Incident, which may include but is not limited to names, dates of birth, Social Security numbers, driver's license numbers, passport numbers, state identification numbers, account numbers, payment card numbers, routing numbers, health insurance information, taxpayer identification numbers, and biometric data. The Defendant denies any wrongdoing.

Who is included? Records show you are a member of the Settlement Class, defined as all individuals residing in the United States whose Private Information was compromised in the Data Security Incident, including all those who received notice of the breach.

What does the Settlement provide? As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **August 5, 2026**, for the following Settlement Benefits to be paid from the Settlement Fund after payments for attorneys' fees and costs and administrative and notice costs (up to $85,000). Funds remaining in the Settlement Fund, including from uncashed checks, will be distributed to the Identity Theft Resource Center, a 501(c)(3) nonprofit that supports victims of identity theft and fraud, as approved by the Court.

(1) Documented Loss Payment: You may submit a Claim Form and provide appropriate documentation for losses fairly traceable to the Data Security Incident for up to $5,000 per Settlement Class Member; **(2) Alternative Cash Payment**: Instead of the Documented Loss Payment, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment estimated to be $50 or more; **(3) California Statutory Award**: In addition to the Documented Loss Payment or Alternative Cash Payment, if you resided in California at any time between June 10, 2024, and August 5, 2026, you may submit a Claim Form for an additional $100. The California Statutory Award may be subject to a pro rata decrease, depending upon the total value of all approved Claim Forms; **(4) Credit Monitoring Services**: In addition to the options above, you may also submit a Claim Form to receive two years of free credit monitoring services; **(5) Injunctive Relief**: Defendant has implemented enhanced security measures following the Data Security Incident and has committed to continue maintaining such enhanced measures.

Other Options? If you do not want to be legally bound by the Settlement and the Release (which releases claims that were asserted in the Action or that could have been asserted in the Action based on the facts alleged in the operative Complaint), you must submit an opt-out **postmarked** by **July 6, 2026** If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement Agreement, Fees Award and Costs, and Service Awards by **July 6, 2026.** The Long-Form Notice on the Settlement Website explains how to opt out or object. If you do nothing, you will get no Settlement Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **July 20, 2026** at the Los Angeles Superior Court, 312 N. Spring St., Los Angeles, CA 90012, to consider whether to approve the Settlement, Class Counsel's attorneys' fees up to 1/3 of the Settlement Fund (i.e., $241,666.66) and reasonable costs and expenses up to $25,000, and any objections. You or your lawyer may appear at the hearing if you object, but you are not required to do so. **This notice is only a summary.** Learn more at www.LAFinancialSettlement.com or by calling 1-866-931-4009 toll-free.

Unique ID: [redacted] PIN: [redacted]

AM614 v04

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

POSTAGE WILL BE PAID BY ADDRESSEE

LA FINANCIAL
DATA SECURITY INCIDENT
C/O EPIQ
PO BOX 6425
PORTLAND OR 97228-9833

Attachment 2

If you reside in the United States and your Private Information was compromised in a Data Breach on or about June 10, 2024, involving LA Financial Federal Credit Union d/b/a LA Financial, you may be entitled to benefits from a settlement.

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

- A $725,000 settlement has been reached in a class action lawsuit against LA Financial Federal Credit Union d/b/a LA Financial, ("Defendant") related to a data breach ("Data Security Incident") involving the Defendant on or about June 10, 2024, that impacted the Private Information of the Settlement Class. Private Information ("PII") means information potentially compromised in the Data Security Incident, which may include, but is not limited to, names, dates of birth, Social Security numbers, driver's license numbers, passport numbers, state identification numbers, account numbers, payment card numbers, routing numbers, health insurance information, taxpayer identification numbers, and biometric data.
- The Settlement Class includes all living individuals residing in the United States whose PII was compromised in the Data Breach, including all those who received Notice of the breach.
- If you are Settlement Class Member, you can submit a Claim Form for the following Settlement Benefits:

Documented Loss Payment: You may submit a Claim Form and provide appropriate documentation for losses fairly traceable to the Data Security Incident for up to $5,000 per Settlement Class Member; **OR**

Alternative Cash Payment: Instead of the Documented Loss Payment, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment estimated to be $50 or more; **AND**

California Statutory Award: In addition to the Documented Loss Payment or Alternate Cash Payment, if you resided in California at any time between June 10, 2024, and the Claims Deadline, you may submit a Claim Form for an additional cash payment of $100. This amount may decrease depending upon the total value of all approved Claim Forms; **AND**

Credit Monitoring Services: In addition to the Documented Loss Payment, Alternative Cash Payment, and California Statutory Award, you may also submit a Claim Form to receive two years of free credit monitoring services.

Injunctive Relief: Defendant has implemented enhanced security measures following the Data Security Incident and has committed to continue maintaining such enhanced measures.

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

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: **August 5, 2026**
Exclude Yourself	Get no Settlement Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: **July 6, 2026**
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Submitted or Postmarked by: **July 6, 2026**
Do Nothing	Get no Settlement Benefits. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, Fee Award and Costs, and Service Awards. No Settlement Benefits will be provided unless the Court approves the Settlement.

Basic Information

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the 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 Settlement Benefits are available, who is eligible for the Settlement Benefits, and how to get them.

The Honorable Theresa M. Traber of the Superior Court of California for the County of Los Angeles is overseeing this class action. The lawsuit is known as *Davenport v. LA Financial Federal Credit Union d/b/a LA Financial*, Case No. 24STCV24021 ("lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and/or "Class Representatives" and the company sued, LA Financial Federal Credit Union, d/b/a LA Financial, is called the "Defendant."

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated related to a data breach ("Data Security Incident") involving the Defendant on or about June 10, 2024, that impacted the Private Information of the Settlement Class. Private Information means information potentially compromised in the Data Security Incident, which may include, but is not limited to, names, dates of birth, Social Security numbers, driver's license numbers, passport numbers, state identification numbers, account numbers, payment card numbers, routing numbers, health insurance information, taxpayer identification numbers, and biometric data.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

Who is Included in the Settlement?

5. How do I know if I am included in the Settlement?

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

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

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

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

If you are still not sure whether you are a Settlement Class Member, you may go to www.LAFinancialSettlement.com or call toll-free 1-866-931-4009.

The Settlement Benefits

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Benefits to be paid from the Settlement Fund after payments for attorneys' fees and costs and administrative and notice costs (up to $85,000). Funds remaining in the Settlement Fund, including from uncashed checks, will be distributed to the Identity Theft Resource Center, a 501(c)(3) non-profit that supports victims of identity theft and fraud, as approved by the Court:

Documented Loss Payment: You may submit a Claim Form and provide Reasonable Documentation for losses fairly traceable to the Data Security Incident for up to $5,000 per Settlement Class Member.

Examples of losses fairly traceable to the Data Security Incident include (but are not limited to)

a) long distance telephone charges,
b) cell phone minutes (if charged by the minute),
c) internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident),
d) costs of credit reports purchased between June 10, 2024, and the Claims Deadline,
e) documented costs paid for credit monitoring services and/or fraud resolution services purchased between June 10, 2024, and the Claims Deadline, provided you provide a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes, and
f) documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident.

Examples of Reasonable Documentation include (but are not limited to) telephone records, correspondence including emails, or receipts that are not "self-prepared" by you. "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.

If you do not submit Reasonable Documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be treated as if you elected the Alternative Cash Payment.

Alternative Cash Payment: Instead of the Documented Loss Payment, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment estimated to be $50 or more.

California Statutory Award: In addition to Documented Loss Payment or Alternate Cash Payment, if you resided in California at any time between June 10, 2024, and the Claims Deadline, you may submit a Claim Form for an additional cash payment of $100.

To qualify for the California Statutory Award, you will need to provide proof of California residency with a sworn attestation (a legal term meaning affirming the truth of a statement under oath).

Your California Statutory Award may be subject to a pro rata decrease depending upon the total value of all approved Claim Forms.

For purposes of calculating the Alternative Cash Payment and California Statutory Award, the Settlement Administrator must distribute the funds in the Settlement Fund for Administrative Expenses, Fee Award and Costs, Service Awards, the costs of credit monitoring, approved Claim Forms for Documented Loss Payments, and approved Claim Forms for California Statutory Award payments. The remaining amount is the Net Settlement Fund. Alternative Cash Payments will be determined on a pro rata (a legal term meaning equal share) basis from the Net Settlement Fund.

Credit Monitoring Services: In addition to the Documented Loss Payment, Alternative Cash Payment, and California Statutory Award, you may also submit a Claim Form to receive two years of free credit monitoring services.

Injunctive Relief: Defendant has implemented enhanced security measures following the Data Security Incident and has committed to continue maintaining such enhanced measures.

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

Unless you exclude yourself (opt out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

"Released Claims" means any and all claims or causes of action of every kind and description, which accrued during the Release Period, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable, or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest, or expenses) arising from or related to the Data Security Incident that were asserted in the Action or that could have been asserted in the Action based on the facts alleged in the operative Complaint. In addition to the foregoing release, the Class Members agree to release "Unknown Claims," which means any and all Released Claims that any Class Member does not know or suspect to exist in his or her favor as of the Release Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to this Settlement Agreement.

"Released Parties" means LA Financial Federal Credit Union and all of its/their respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action. Each of the Released Parties may be referred to individually as a "Released Party."

After the Release Effective Date, and in consideration of full payment of the Settlement Fund by LA Financial described herein, each Class Representative and all Settlement Class Members identified in the Settlement Class List in accordance with Section 6.5 who have not submitted a timely and valid Request for Exclusion pursuant to this Agreement, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf shall be deemed to have released, acquitted, and forever discharged LA Financial and each of the Released Parties from any and all Released Claims.

Section 4 of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.LAFinancialSettlement.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

How to Get Benefits from the Settlement

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement Benefits as described above. Your Claim Form must be submitted online at www.LAFinancialSettlement.com by **August 5, 2026**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **August 5, 2026**. Claim Forms are also available at www.LAFinancialSettlement.com or by calling 1-866-931-4009 or by writing to:

LA Financial Data Security Incident
Settlement Administrator
P.O. Box 6425
Portland, OR 97228-6425

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

LA Financial Data Security Incident
Settlement Administrator
P.O. Box 6425
Portland, OR 97228-6425

13. When will I receive my Settlement Benefits?

If you file a timely and valid Claim Form, the Settlement Benefits will be provided 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.LAFinancialSettlement.com for updates.

Exclude Yourself or Opt Out of the Settlement

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or 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.

14. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

1) Your name, address, telephone number, and unique identifier found on your Settlement Notice
2) Your personal physical signature
3) A statement that you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the Settlement Class in *Davenport v. LA Financial Credit Union d/b/a LA Financial*, No. 24STCV24021."

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **July 6, 2026**:

LA Financial Data Security Incident
Settlement Administrator
P.O. Box 6425
Portland, OR 97228-6425

You cannot opt out (exclude yourself) by telephone or by email.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where the opt out has not been signed by each and every individual Settlement Class Member will not be allowed.

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

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

16. 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 any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

Objecting to the Settlement

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement, and/or Fee Award and Costs, and Service Awards.

To object, you must send your timely written objection with the Settlement Administrator as provided below by U.S. mail to the Settlement Administrator **postmarked** by **July 6, 2026**, stating you object to the Settlement in *Davenport v. LA Financial Credit Union d/b/a LA Financial*, No. 24STCV24021.

To submit an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

1) Your full name, current mailing address, telephone number, and unique identifier found on your Settlement Notice
2) Proof that you are a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original Notice of the Data Security Incident)
3) The specific factual and legal grounds for the objection
4) The identity of all lawyers who represent you as the objector (if any)
5) A list, including the case name, court, and docket number, of all other cases in which you as the objector and/or your lawyer has filed an objection to any proposed class action settlement in the past five (5) years
6) A statement confirming whether you or your lawyer intend to personally appear at the Final Approval Hearing
7) Your signature as the objector (a lawyer's signature is not sufficient)

To object, you must send your objection by U.S. mail to the Settlement Administrator **postmarked** by **July 6, 2026**, at the following address:

LA Financial Data Security Incident
Settlement Administrator
P.O. Box 6425
Portland, OR 97228-6425

To object, you may also enter an appearance in the lawsuit, at your own expense or through your lawyer, and make an oral objection at the Final Approval Hearing on **July 20, 2026**, at **10:30am PT**. If you decide to make an oral objection at the Final Approval Hearing, you do not need to submit a written objection or a written request for exclusion prior to your oral objection at the Final Approval Hearing.

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting out is telling the Court that you do not want to be part of the Settlement Class. If you opt out, you cannot object because you are no longer part of the Settlement.

The Lawyers Representing You

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Carly C. Roman of Strauss Borrelli PLLC, John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, and John Kristensen of Kristensen Law Group 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 if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 1/3 of the Settlement Fund (i.e. $241,666.66) and reasonable costs and expenses. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to $5,000 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

The Final Approval Hearing

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Fee Award and Costs, and Service Awards. You may attend and you may ask to speak if you submit an objection by the deadline or if you enter an appearance in the lawsuit, but you do not have to.

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

The Court will hold a Final Approval Hearing on **July 20, 2026**, at **10:30am PT** before the Honorable Theresa M. Traber at the Los Angeles County Superior Court, 312 N Spring St, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to approve the Settlement, Class Counsel's Fee Award and Costs, and Service Awards.

If there are objections that were submitted by the deadline, the Court will consider them. If you submitted a timely objection, and you (or your lawyer) ask to speak at the hearing or if you entered an appearance in the lawsuit, the Court may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.LAFinancialSettlement.com to confirm the date and time of the Final Approval Hearing have not changed.

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

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

23. May I speak at the Final Approval Hearing?

If there are objections that were submitted by the deadline, the Court will consider them. If you submitted a timely objection, and you (or your lawyer) ask to speak at the hearing or if you entered an appearance in the lawsuit, the Court may hear objections at the hearing.

Get More Information

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.LAFinancialSettlement.com. You may get additional information at www.LAFinancialSettlement.com, by calling toll-free 1-866-931-4009, or by writing to:

LA Financial Data Security Incident
Settlement Administrator
P.O. Box 6425
Portland, OR 97228-6425

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

Attachment 3

[redacted]

Must be postmarked or submitted online NO LATER THAN August 5, 2026

LA FINANCIAL DATA SECURITY INCIDENT
SETTLEMENT ADMINISTRATOR
P.O. BOX 6425
PORTLAND, OR 97228-6425

Davenport v. LA Financial Federal Credit Union, d/b/a LA Financial Claim Form
Case No. 24STCV24021

SETTLEMENT BENEFITS – WHAT YOU MAY GET

The Settlement Class includes individuals residing in the United States whose Personally Identifiable Information (PII) was compromised in the Data Security Incident that occurred on or about June 10, 2024.

If you are a Settlement Class Member, you may be eligible for the following Settlement Class Member Benefits.

The easiest way to submit a claim is online at www.LAFinancialSettlement.com, or you can complete and mail this Claim Form to the mailing address above.

<u>You may submit a Claim for one or more of these Settlement Benefits:</u>

1. **<u>Documented Loss Payment:</u>** You may submit a timely and valid Claim Form and provide Reasonable Documentation showing that you spent money or incurred unreimbursed losses, as provided for in the Settlement Agreement, fairly traceable to the Data Incident for up to $5,000 per person. Appropriate documentation is required.

   OR

2. **<u>Alternative Cash Payment:</u>** Instead of claiming a Documented Loss Payment, you may also choose to receive a pro rata (a legal term meaning an equal share) cash payment. The amount will be determined based on the amount remaining in the Settlement Fund, if any, after the payment of Taxes, Administration Expenses, Service Awards, Attorney Fees and Expenses, approved Documented Loss claims, approved California Statutory Cash claims, and costs for credit monitoring services. The value of the Alternative Cash Payment is estimated to be $50 or more.

   AND, IF APPLICABLE TO YOU:

3. **<u>California Statutory Cash Payment:</u>** In addition to making a Documented Loss Payment or Alternative Cash Payment claim, Settlement Class Members who are residents of California (and/or who resided in California at any point between June 10, 2024 and the Claims Deadline) will also be entitled to an additional cash payment ("California Statutory Cash Payment") in the amount of $100, which may be adjusted downward on a pro rata basis based on the number of claims filed. To qualify for the California Statutory Cash Payment, Settlement Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

   AND

4. **<u>Credit Monitoring:</u>** In addition to the payments above, you may also elect to enroll in two (2) years of one-bureau credit monitoring services through ADD.

* * *

Claims must be submitted online or mailed by August 5, 2026. Use the address at the top of this form for mailed claims.

*Please note: the Settlement Administrator may contact you to request additional documents to process your Claim. Your **cash payment** may decrease depending on the number of Claims filed.*

For more information and complete instructions visit www.LAFinancialSettlement.com.

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.

[redacted]

Your 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.

1. NAME (REQUIRED):

First Name | MI | Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt No.

City | State | ZIP Code

3. PHONE NUMBER:

– –

4. EMAIL ADDRESS:

5. UNIQUE ID:

Credit Monitoring Services

You may be eligible to receive free credit monitoring services.

All Settlement Class Members are eligible to claim credit monitoring services.

Please select the checkbox if you want the credit monitoring services for which you are eligible.

☐ **Credit monitoring services:** I want to receive two years of free one bureau credit monitoring services at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code to your email address or home address after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.

Documented Loss Payment

If you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Data Incident and have not been reimbursed for that loss/expenses, you can receive reimbursement for up to $5,000 total. Eligible losses include those incurred on or after June 10, 2024, up to the date of filing your Claim.

It is important for you to send documents that show what happened and how much you lost or spent so that you can be reimbursed. “Self-prepared” documents like handwritten receipts are insufficient for reimbursement but can be used to add clarity or support other submitted documentation.

To look up more details about how Cash Payments work, visit **www.LAFinancialSettlement.com** or call toll-free **1-866-931-4009**. You will find more information about the types of costs and losses that can be paid back to you, what documents you need to attach, and how the Settlement Administrator decides whether to approve your payment. *By filling out the boxes below, you are certifying that the money you spent doesn’t relate to other data breaches.*

Loss Type and Examples of Documents	Amount and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Costs related to credit monitoring purchases/freezing/unfreezing credit between **June 10, 2024**, and **August 5, 2026** *Examples: Receipts, notices, or account statements reflecting payment for a credit freeze*	$ ☐☐☐☐☐ . ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	______________________ ______________________ ______________________
Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information on or after June 10, 2024, and fairly traceable to the LA Financial Data Security Incident *Examples: Account statement with unauthorized charges circled; police report; IRS document; FTC Identity Theft Report; letter refusing to refund fraudulent charges; receipt for your credit monitoring services purchase*	$ ☐☐☐☐☐ . ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	______________________ ______________________ ______________________
Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident *Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled*	$ ☐☐☐☐☐ . ☐☐ Date: ☐☐ – ☐☐ – ☐☐☐☐ MM DD YYYY	______________________ ______________________ ______________________

Alternative Cash Payment

Instead of a Documented Loss Payment, you may also elect to receive a flat cash payment, which is expected to be at least $50. Your cash payment may be subject to a pro rata (a legal term meaning equal share) adjustment.

☐ **By checking this box, I affirm I want to receive a flat rate Alternative Cash Payment.**

California Statutory Payment

In addition to credit monitoring and a Documented Loss Payment or an Alternative Cash Payment, you may also elect to receive a flat cash payment which is estimated to be $100, if you resided in California at any time between June 10, 2024, and the Claims Deadline. Your cash payment may be subject to a pro rata (a legal term meaning equal share) adjustment.

☐ **I attest and affirm that I resided in California for a period of time between June 10, 2024, and August 5, 2026.**

How You Will Receive Your Payment

If you made a claim for payment on this Claim Form, and if your claim and the Settlement are finally approved, an email will be sent from noreply@digitaldisbursements.com to the email address you provided on this Claim Form, prompting you to elect your method of payment. Popular electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, the Settlement Administrator may attempt to send you a check relying on your physical address on file.

Signature

I affirm under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

Signature: ______________________

Date: __ __ – __ __ – __ __ __ __
MM DD YYYY

Print Name: ______________________