

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Marion County Superior Court No. 1

Christopher M. Ballard v. Kittles Home Furnishings, Inc.

Case No. 49D01-2409-PL-044474

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

**A proposed settlement has been reached in the above-referenced class action lawsuit.
Please read this Notice carefully.**

- If you received a Postcard Notice, you may be eligible to receive a payment from a proposed class action settlement. To be eligible to make a claim, you must be the named Plaintiff or one of the individuals who were sent formal notice by Defendant informing you that your Personal Information was accessed without authorization in the Data Breach that occurred from approximately February 7, 2023 to February 17, 2023, in which cybercriminals gained access to Kittles Home Furnishings, Inc.'s networks and compromised personal information about employees.
- Kittles Home Furnishings, Inc. (hereafter "Defendant" or "Kittles") denies any allegations of wrongdoing and denies that it has any liability but has agreed to settle the litigation on a class-wide basis.
- Eligible claimants under the Agreement will be eligible to receive:
 - ❖ **Reimbursement for any Out-of-Pocket Losses and/or Lost Time as a result of the Data Breach;**
 - or**
 - ❖ **Alternative Cash Payment;**
- To submit a claim visit **www.KittlesHomeFurnishingsSettlement.com** or call (800) 301-1559 to request a Claim Form. You must submit a Claim Form online or by mail to be postmarked no later than **May 18, 2026**.
- For more information, visit **www.KittlesHomeFurnishingsSettlement.com** or call (800) 301-1559 Monday through Friday, between 9:00 a.m. and 5:00 p.m. E.T.
- **Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a payment from the Settlement.	Submitted or postmarked on or before May 18, 2026 .
Exclude Yourself by Opting Out of the Settlement Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against the Releasees for the same claims.	Mailed and postmarked on or before April 20, 2026 .
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on May 18, 2026 , about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before April 20, 2026 .
Do Nothing	Receive no payment from the Settlement. Give up any right to bring any other lawsuit against the Releasees for the same claims.	N/A

- Your rights and options as a Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Class Members will be made only if the Court approves the Settlement and after any possible appeals are resolved.

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BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This Notice explains the nature of the litigation that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Christina Klineman of the Indiana Commercial Court, Marion Superior Court No. 1 is overseeing this case captioned as *Christopher M. Ballard v. Kittles Home Furnishings, Inc.*, Case No. 49D01-2409-PL-044474. Each person or company who brought the litigation is called a Plaintiff. The company being sued, Kittles Home Furnishings, Inc., is called a Defendant.

2. What is the lawsuit about?

In the lawsuit, Plaintiff alleges liability of Defendant for the Data Breach under claims for negligence, negligence per se, breach of an implied contract, unjust enrichment, and bailment.

Defendant denies liability for any claims asserted in this litigation and further denies any wrongdoing. No court or other judicial entity has made any judgment or other determination that anything wrong was done by Defendant.

3. Why is this a class action?

In a class action, one or more people called class representatives or representative Plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a “Class” or, if settling, a “Settlement Class,” and the individuals are called “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement in the Agreement. By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Settlement also avoids the cost and risk of a trial and related appeals, while providing benefits to Class Members. The Class Representative appointed to represent the Settlement Class, and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) believe the proposed Settlement is fair, reasonable, adequate, and in the best interest for all Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and are potentially a Class Member if you are identified on the Class List, which means you are the named Plaintiff or were sent written notification from Kittles that your Personal Information was impacted as a result of the Data Breach.

Only Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are all persons who timely and validly request exclusion from the Settlement Class, the Judge assigned to evaluate the fairness of this Settlement, and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (800) 301-1559 with questions. You may also write with questions to:

Christopher M. Ballard v. Kittles Home Furnishings, Inc., Case No. 49D01-2409-PL-044474
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164

PLEASE **DO NOT** ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, REA, OR REA'S COUNSEL

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides Class Members the opportunity to make claims for Settlement benefits on a claims-made basis. Settlement Class Members will have the opportunity to submit claims for: (a) Out-of-Pocket Losses and (b) Lost Time, or (c) an Alternative Cash Payment.

In addition to these benefits, Defendant has agreed to pay for the costs of notice and settlement administration, attorneys' fees and expenses approved by the Court up to \$200,000.00, and a Service Award to Plaintiff approved by the Court of up to \$2,500.00, all in addition to the other benefits described above.

8. What payments are available for reimbursement under the Settlement?

Class Members who submit a valid claim are eligible to receive under the Agreement:

- a) ***Reimbursement for Out-of-Pocket Losses:*** All Class Members who suffered an out-of-pocket expense fairly traceable to the Data Breach may submit a claim for a cash reimbursement. Out-of-Pocket Losses are categorized as follows:

- ***Ordinary Expenses.*** Defendant will pay valid claims for such ordinary expenses (up to \$500.00). Ordinary expenses include (i) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges that were incurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class. Ordinary losses include documented unreimbursed losses relating to fraud stemming from the Data Breach.

To be valid, a claim for reimbursement of Ordinary Expenses must be supported by third-party documentary evidence. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.

- ***Extraordinary Expenses.*** Next, Defendant will pay valid claims for extraordinary losses up to \$5,000. Extraordinary expenses include proven monetary losses that meet the following conditions: (i) the loss is an actual, documented and unreimbursed monetary loss caused by (A) misuse of the Class Member's personal information or (B) fraud or identity theft associated with the Settlement Class Member's personal information; (ii) the loss was more likely than not caused by the Data Breach; (iii) the loss occurred between the date of the Data Breach and seven (7) days after Notice is sent to the Settlement Class; and (iv) the loss is not already covered by the Lost Time and Ordinary Expenses categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

To be valid, a claim for reimbursement of Extraordinary Expenses must be supported by third-party documentary evidence. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.

- b) ***Reimbursement for Lost Time:*** Class Members may make a claim for self-certified time spent related to the effects or potential effects of the Data Breach. Each Class Member

may claim up to \$90 of lost time (calculated at \$22.50/hour, up to 4 hours) by writing a description of activities performed and attesting to the fact that they expended such time and describing how the time was spent.

- c) ***Alternative Cash Payment:*** Settlement Class Members can elect to make a claim for a \$50.00 Alternative Cash Payment in lieu of the Settlement benefits outlined in sections 8(a) and 8(b) above. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a claim.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim online at www.KittlesHomeFurnishingsSettlement.com, or by mail to *Christopher M. Ballard v. Kittles Home Furnishings, Inc.*, c/o Atticus Administration, LLC, PO Box 64053, St. Paul, MN 55164. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by May 18, 2026 or by mail to be postmarked by May 18, 2026.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any claim made on each Claim Form is valid. The Settlement Administrator may require additional information from you. If you do not provide the additional information in a timely manner, the claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a hearing on **May 18, 2026 at 9:30 AM** to decide whether to approve the Settlement. You do not need to attend. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all of the Claim Forms to be processed. Please be patient.

12. What am I giving up as part of the Settlement?

The Defendant and possibly related entities get a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Class Member and you will give up your right to sue the Released Parties for claims related to the Data Breach.

The full release is described in the Agreement, which is available at www.KittlesHomeFurnishingsSettlement.com. If you have any questions, you can contact the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

13. If I exclude myself, can I get a payment from the Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement and you will not be bound by any judgment.

14. If I do not exclude myself, can I sue released entities for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any Releasees for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for any benefit under the Agreement.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter or request to opt out that says you want to be excluded from the Settlement in *Christopher M. Ballard v. Kittles Home Furnishings, Inc.*, Case No. 49D01-2409-PL-044474. The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Agreement. You must mail your exclusion request to be postmarked by the Deadline to Opt-Out **April 20, 2026**, to:

Christopher M. Ballard v. Kittles Home Furnishings, Inc.
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. To object, you must mail your objection to the Settlement Administrator at the mailing addresses listed below, to be postmarked by **no later** than the Deadline to Object, **April 20, 2026**:

Christopher M. Ballard v. Kittles Home Furnishings, Inc.
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164

The Settlement Administrator will forward your objection and any accompanying documentation to Class Counsel and counsel for Defendants, and Class Counsel will file it with the Court.

Your objection must be written and must include all of the following: (i) your full name and address; (ii) the case name and docket number, *Christopher M. Ballard v. Kittles Home Furnishings, Inc.*, Case No. 49D01-2409-PL-044474; (iii) information identifying you as a Class Member; (iv) a statement as to whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) a detailed written statement of the specific legal and factual basis for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing you in connection with the objection; (vii) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (ix) your signature or the signature of the your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Class Member, and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Lynn A. Toops and Amina A. Thomas of the law firm of CohenMalad, LLP as Class Counsel to represent the Settlement Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to \$200,000.00, plus reasonable expenses. This payment for attorneys' fees will be made by Defendant.

Class Counsel will also ask the Court for a Service Award up to \$2,500 for the Class Representative.

Any award for attorneys' fees, costs and expenses for Class Counsel, and for Service Award to the Class Representative must be approved by the Court. The Court may award less than the amounts requested. Class Counsel's papers in support of final approval of the Settlement will

be filed no later than **May 20, 2026** and their motion for attorneys' fees, expenses, and Service Awards will be filed no later than **April 6, 2026** and will be posted on the Settlement Website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 9:30 A.M. ET on May 18, 2026, at the Community Justice Campus, 675 Justice Way, Indianapolis, IN 46203 or by remote or virtual means as ordered by the Court. You do not need to attend, but you can if you wish. At this Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the Hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for Service Award for the Class Representative. After the Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website www.KittlesHomeFurnishingsSettlement.com, or calling (800) 301-1559.

21. Do I have to attend the Hearing?

No. Class Counsel will present the Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other released persons based on any of the released claims.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the Settlement. More details, and definitions for certain capitalized terms in this Notice, are in the Agreement itself. A copy of the Agreement is available at www.KittlesHomeFurnishingsSettlement.com. You may also call or email the Settlement Administrator with questions or to receive a Claim Form at (800) 301-1559.