

# Exhibit C

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the Western District of Texas

*In Re ESO Solutions, Inc. Breach Litigation*  
Case No. 1:23-cv-01557-RP

**A Court has authorized this Long Notice (“Notice”). This is not a solicitation from a lawyer.**

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**If You Are a Person Who Received A Notice Letter From ESO and Were a Resident of Texas at the Time Defendant Distributed the Notice Letter, You Are Eligible to Receive a Settlement Benefit from a Class Action Settlement**

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- A Court authorized this Notice, to those that are eligible to receive Settlement Benefits from a proposed class action settlement. The Litigation is titled *In Re ESO Solutions, Inc. Breach Litigation*, Case No. 1:23-cv-01557-RP and is pending in the United States District Court for the Western District of Texas. The people that filed the class action lawsuit are called Plaintiffs or Class Representatives and the company they sued is ESO Solutions, Inc. (ESO or Defendant). Defendant denies any wrongdoing whatsoever.

- **Who is a Class Member?**

All Persons who received a Notice Letter from ESO and were residents of Texas at the time ESO distributed the Notice Letter.

The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) 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 Incident or who pleads *nolo contendere* to any such charge.

- Class Members under the Settlement Agreement will be eligible to receive the following Settlement Benefits:

❖ **Reimbursement for Out-of-Pocket Losses:** All Class Members who submit a Valid Claim are eligible to receive reimbursement for documented Out-of-Pocket Losses, if fairly traceable to the Data Incident, **up to \$5,000** per individual (Out-of-Pocket Loss Cap), which shall be paid out of the Settlement Fund **upon submission of reasonable documented losses**;

**AND**

❖ **Pro Rata Cash Payments:** Class Members may, in addition to making a Claim for reimbursement of Out-of-Pocket Losses, elect to receive a cash payment the amount of which will be determined *pro rata* to exhaust the Settlement Fund following the payment of any Attorneys' Fees, Costs, and Expenses and/or Service Awards for Plaintiffs, Settlement Administration Costs, Administration Fees, as well as all Valid Claims for Out-of-Pocket Loss reimbursements.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

- To obtain more information visit [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX.

**Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a Settlement Benefit from the settlement.	Submitted or postmarked on or before <<Claims Deadline>>.
<b>Exclude Yourself by Opting Out of the Settlement Class</b>	Receive no benefit from the settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before <<Opt-Out Date>>.
<b>Object to the Settlement and/or Attend the Final Fairness Hearing</b>	You can write the Court about why you agree or disagree with the settlement or the Attorneys' Fees, Costs, and Expenses and/or Service Awards for Plaintiffs. The Court cannot order a different settlement. You can also ask to speak at the Final Fairness Hearing on <<Final Fairness Hearing date>> at [TIME] CT, about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Date>>.
<b>Do Nothing</b>	You will not receive any Settlement Benefit from this class action settlement, but will remain a Class Member and be bound by the releases.	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. Settlement Benefits will be made available only if the Court approves the settlement and after any possible appeals are resolved.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

<b>What This Notice Contains</b>
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Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

## 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.

The Judge Robert Pitman of the United States District Court for the Western District of Texas is overseeing this case captioned as *In Re ESO Solutions, Inc. Breach Litigation*, Case No. 1:23-cv-01557-RP. The people who brought the lawsuit are called the Class Representatives. The company being sued, ESO Solutions, Inc., is called ESO or the Defendant.

### **2. What is the Litigation about?**

The Litigation arises from the alleged compromise of Private Information of Plaintiffs and Class Members as a result of the Data Incident. In response to the Data Incident, Defendant sent a Notice Letter informing affected individuals that their Private Information may have been compromised.

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

### **3. Why is this a class action?**

In a class action, one or more people called “Class Representatives” or “Plaintiffs” sue on behalf of all people who have similar claims. Together, all of these people are called a “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 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. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Class Members. The Class Representatives appointed to represent the Class, and the attorneys for the Class, Class Counsel, think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

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

You are affected by the settlement and potentially a Class Member if you are a Person who received a Notice Letter from ESO and were a resident of Texas at the time ESO distributed the Notice Letter.

The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) 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 Incident or who pleads *nolo contendere* to any such charge.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

## 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 **(XXX) XXX-XXXX** with questions. You may also write with questions to:

**<Mailing Caption>**  
 c/o Kroll Settlement Administration LLC  
 P.O. Box **XXXX**  
 New York, NY 10150-**XXXX**

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

### 7. What does the settlement provide?

The settlement provides the following Settlement Benefits available to Class Members who submit Valid Claims: (a) Reimbursement for Out-of-Pocket Losses; and (b) *Pro Rata* Cash Payments.

### 8. What Settlement Benefits are available under the settlement?

Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement Benefits:

- a) **Reimbursement for Out-of-Pocket Losses:** All Class Members who submit a Valid Claim are eligible to receive reimbursement for documented Out-of-Pocket Losses, if fairly traceable to the Data Incident, up to \$5,000 per individual (Out-of-Pocket Loss Cap), which will be paid out of the Settlement Fund.
  - Out-of-Pocket Losses are unreimbursed costs or expenditures incurred by a Class Member in responding to notice of the Data Incident. Out-of-Pocket Losses may include, without limitation, the following:
    - (1) costs incurred on or after September 28, 2023, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
    - (2) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
    - (3) credit monitoring or other mitigative costs that were incurred on or after September 28, 2023, through the date of the Class Member's Claim submission.
  - Class Members who elect to submit a Claim for reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the Claim, including: (1) the Class Member's name and current address; (2) documentation supporting their Claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) a verification, stating that the Claim is true and correct to the best of the Class

Questions? Go to [www.website.com](http://www.website.com) or call **(XXX) XXX-XXXX**

Member's knowledge and belief.

- Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Out-of-Pocket Losses will be deemed *fairly traceable* to the Data Incident for purposes of this paragraph if the timing of the loss occurred on or after September 28, 2023.
- Class Members may submit multiple Claims for Out-of-Pocket Losses and the total of all amounts recovered for Out-of-Pocket Losses is subject to the \$5,000 Out-of-Pocket Loss Cap.

AND

- b) **Pro Rata Cash Payments:** Class Members may, in addition to making a Claim for reimbursement of Out-of-Pocket Losses, elect to receive a cash payment the amount of which will be determined *pro rata* to exhaust the Settlement Fund following the payment of any Attorneys' Fees, Costs, and Expenses and/or Service Awards for Plaintiffs, Settlement Administration Costs, Administration Fees, as well as all Valid Claims for Out-of-Pocket Loss reimbursements

If a Claimant makes a Claim for documented losses that is found to be invalid for lack of documentation, but fails to Claim a *pro rata* cash payment, that Claimant shall be deemed to have made a Valid Claim for a *pro rata* cash payment.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a Settlement Benefit?

To receive a Settlement Benefit, you must complete and submit a Claim Form online at [www.website.com](http://www.website.com) or by mail to <Mailing Caption>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claims Deadline>> or by mail postmarked by <<Claims Deadline>>.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

### 10. When will I get my Settlement Benefit?

The Court will hold a Final Fairness Hearing on <<Date>>, at <<Time>> a.m. CT to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement Benefits will begin after the settlement has obtained Court approval and the time for all appeals has expired.

## 11. What am I giving up as part of the settlement?

ESO and its affiliates will receive a release from all claims that could have been or that were brought against ESO relating to the Data Incident. 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 ESO, and each entity which is controlled by, controlling or under common control with ESO and their respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is 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 Incident or who pleads *nolo contendere* to any such charge, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These releases are described in Section 6 of the Settlement Agreement, which is available at [www.website.com](http://www.website.com). If you have any questions, you can talk to the law firms listed in **Question 17** 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 Class. This is sometimes referred to as “opting out” of the Class.

## 12. If I exclude myself, can I get a Settlement Benefit from this settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the settlement.

## 13. If I do not exclude myself, can I sue the Related Entities for the same thing later?

No. Unless you exclude yourself, you give up any right to sue ESO and any other Related Entities for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

## 14. How do I exclude myself from the settlement?

To exclude yourself, send an individually signed and timely submitted written notice of such intent to the Settlement Administrator at the address below. The written notice must clearly manifest the Person’s intent to opt-out of the Class. To be effective, written notice must be **postmarked no later than <>Opt-Out Date<>**, to:

<Mailing Caption>  
 c/o Kroll Settlement Administration LLC  
 P.O. Box XXXX  
 New York, NY 10150-XXXX

If you do not opt-out of the Class in the manner above, you will be bound by the terms of the Settlement Agreement and Judgment entered by the Court.

Questions? Go to [www.website.com](http://www.website.com) or call **(XXX) XXX-XXXX**

## OBJECTING TO THE SETTLEMENT

### 15. 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, and/or Attorneys' Fees, Costs, and Expenses and/or Service Awards for Plaintiffs or some part of it by objecting to the settlement. Objections must be: (1) mailed, to Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, as Class Counsel; and Christopher J. Seusing of Wood Smith Henning & Berman, LLP, as counsel for Defendant; and (2) filed with the Court through the Court's ECF system or submitted to the Clerk of the Court for the U.S. District Court for the Western District of Texas, with a **postmark date no later than the <>Objection Date<>**.

Class Counsel	Counsel for Defendant	Clerk of the Court
Gary Klinger <b>Milberg Coleman Bryson</b> <b>Phillips Grossman, PLLC</b> 800 S. Gay Street, Suite 1100 Knoxville, Tennessee 37929	Christopher J. Seusing <b>Wood Smith Henning &amp;</b> <b>Berman, LLP</b> 14860 Landmark Blvd, Suite 120 Dallas, Texas 75254	<b>&lt;Court Address&gt;</b>

The objection must state:

- i) the objector's full name, address, telephone number, and e-mail address (if any);
- ii) the case name and docket number;
- iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the objector's Settlement Notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes they are a Class Member);
- iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- v) the identity of any and all counsel representing the objector in connection with the objection;
- vi) a statement whether the objector and/or their counsel will appear at the Final Fairness Hearing; and
- vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

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

Objecting is telling the Court that you do not like the settlement or parts of it 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 Class and do not want to receive any Settlement Benefit from the settlement.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

## THE LAWYERS REPRESENTING YOU

### **17. Do I have a lawyer in this case?**

Yes. The Court appointed Bryan L. Bleichner of Chestnut Cambronne PA, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, John A. Yanchunis of Morgan & Morgan Complex Litigation Group, and Bruce W. Steckler of Steckler Wayne & Love, PLLC, as Class Counsel to represent the Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **18. How will the Class Counsel be paid?**

Plaintiffs and Class Counsel shall move for an award of Attorneys' Fees, Costs, and Expenses at or below one-third (33.33%) of the Settlement Fund, or approximately \$252,475.00, plus the reasonable litigation expenses actually incurred. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement and will be the only payment to them for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis.

Subject to Court approval, Plaintiffs intend to request Service Awards in the amount of \$2,500 for each of the Plaintiffs as a result of Plaintiffs' time and efforts expended on behalf of the Class.

Any Attorneys' Fees, Costs, and Expenses and/or Service Awards payments must be approved by the Court. The Court may award less than the amounts requested.

## THE COURT'S FINAL FAIRNESS HEARING

### **19. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Fairness Hearing on **<<Date>> at <<Time>> CT**, at the **<<Court Address>>, Room \_\_\_\_\_** as ordered by the Court. 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 Attorneys' Fees, Costs, and Expenses and/or Service Awards payments. 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.website.com**, or calling **(XXX) XXX-XXXX**.

### **20. Do I have to attend the hearing?**

No. Class Counsel will present the Class 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 15**, the Court will consider it.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be: (1) **mailed** to Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, as Class Counsel; and Christopher J. Seusing of Wood Smith Henning & Berman, LLP, as counsel for Defendant; and (2) **filed** with the Court through the Court's ECF system or submitted to the Clerk of the Court for the U.S. District Court for the Western District of Texas, at the mailing addresses listed above, with a **postmark date no later than <<Objection Date>>**.

**IF YOU DO NOTHING****22. What happens if I do nothing?**

If you do nothing, you will not receive any Settlement Benefits from this settlement. If the settlement is granted final approval and becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against ESO or the other Related Entities based on any claim that could have been or that was brought relating to the Data Incident.

**ADDITIONAL INFORMATION****23. How do I get more information?**

This Notice summarizes the settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.website.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(XXX) XXX-XXXX**.

**24. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(XXX) XXX-XXXX** or at the Contact page of the Settlement Website:

<Mailing Caption>  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS  
COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**