

**NOTICE OF CLASS ACTION SETTLEMENT**

*Robin Foster v. Leo Hamel Fine Jewelers, Inc.*  
Superior Court of the State of California, County of San Diego  
Case No. 37-2023-00019871-CU-MC-CTL

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

**Your legal rights are affected whether or not you act. Please read this notice carefully.**

- A Settlement has been proposed to resolve a class action lawsuit against Leo Hamel Fine Jewelers, Inc., (“Defendant” or “LHFJ”) brought on behalf of current and former employees as a result of a cybersecurity incident that took place on or about November 10, 2022 (“Cybersecurity Incident”).
- The lawsuit alleges that LHFJ failed to properly secure and safeguard Plaintiff’s and other current and former employees’ personal information, which was allegedly accessed by an unauthorized person. LHFJ denies these allegations and claims it did not do anything wrong.

<b>Your Legal Rights and Options</b>	
<b>SUBMIT A CLAIM FORM ON OR BEFORE AUGUST 3, 2026</b>	The only way to receive the settlement benefits is to submit a Claim Form by the deadline.
<b>EXCLUDE YOURSELF ON OR BEFORE JULY 6, 2026</b>	If you ask to be excluded, you will not receive the settlement benefits, but you may be able to file your own individual lawsuit against LHFJ for the same claims. This is the only option that leaves you the right to file your own lawsuit against LHFJ for the claims that are being resolved by the Settlement. In order to be effective, you must submit a request for exclusion by the deadline.
<b>OBJECT ON OR BEFORE JULY 6, 2026</b>	You can remain in the Settlement Class and submit an objection to the settlement administrator telling the Court why you do not like the Settlement. You may also appear at the Final Approval Hearing to object to the Settlement. If your objections are overruled, you will be bound by the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not receive the settlement benefits. If you do nothing, you will also remain in the Settlement Class and forfeit your right to sue or bring any claim against LHFJ related to the Cybersecurity Incident.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service awards, and costs. No settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

## **1. Why did I receive this Notice?**

You received this Notice because LHFJ's records show that your information may have been accessed by an unauthorized person on or about November 10, 2022.

You are being provided this Notice because you have a right to know about a proposed Settlement of this class action, and about your rights and options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

## **2. What is a Class Action?**

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as the "Settlement Class" or "Settlement Class Members." In a class action, one court resolves the issues for all Settlement Class Members, except for those who exclude themselves or "opt out" from the Class. The Court has not made any ruling on the merits of this case. The attorneys for the Class Representative and LHFJ have agreed to settle the lawsuit, subject to the approval of the Court.

## **3. What is this Class Action About?**

The Class Representative filed a complaint against LHFJ. The complaint alleges that LHFJ acted unlawfully by failing to prevent the Cybersecurity Incident. The Class Action claimed that LHFJ failed to fulfill its legal duty to adequately secure and safeguard the information of the Class Representative and Settlement Class Members and that LHFJ breached promises made to the Class Representative and Settlement Class Members concerning the security of personal information.

The complaint alleges that LHFJ failed to properly secure and safeguard Plaintiff's and other current and former employees' personal information, which was allegedly accessed by an unauthorized person as a result of a Cybersecurity Incident on or about November 10, 2022.

LHFJ denies the allegations asserted by the Class Representative in the Action and contends that LHFJ was and is complying with applicable state law. The Court has not made any ruling on the merits of this case. The attorneys for the Class Representative and LHFJ have agreed to settle the Action, subject to the approval of the Court.

## **4. How do I know if I am part of the Settlement?**

If you received this Notice, LHFJ's records indicate that you are included in the Settlement Class. "Settlement Class" or "Settlement Class Members" means current and former employees of Defendant who reside in the United States and whose information may have been impacted by the Cybersecurity Incident.

Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) 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 Cybersecurity Incident or who pleads nolo contendere to any such charge.

## **5. Why is there a Settlement?**

The Court did not decide in favor of the Class Representative or LHFJ. Instead, both sides agreed to settle this case to avoid the additional cost and risk of trial and appellate proceedings. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Court still must decide whether to grant final approval of the Settlement. Cash payments to those who are eligible will be provided only if the Court grants final approval of the Settlement.

## 6. What Does the Settlement Provide?

If the Court grants final approval, LHFJ will provide the following Settlement benefits to the Settlement Class Members:

- **Cash Compensation:** All Settlement Class Members who submit a valid Claim are eligible for cash distribution initially set at \$25.00 which is subject to pro rata increase or decrease. The Cash Compensation is subject to upward or downward proration depending on the money available in the Settlement Fund after the total amount of valid claims are submitted; and after payments for all other Settlement costs have been accounted for.
- **Credit Monitoring Services:** All Settlement Class Members who submit a valid Claim are eligible to receive twenty-four (24) months of credit monitoring services and the purchase of an identity theft policy (“Credit Monitoring Services”). The Credit Monitoring Services will include credit monitoring through all three of the national credit reporting bureaus.

**You may choose both benefits.**

## 7. How Can I Submit a Claim Form?

To receive Cash Compensation and/or Credit Monitoring Services, you must submit a Claim Form online or mail a Claim Form postmarked no later than August 3, 2026 to the Settlement Administrator, *Foster v. Leo Hamel Fine Jewelers, Inc.*, c/o CPT Group Inc., PO Box 19504, Irvine, CA 92623. Online Claim Forms may be electronically completed and submitted online at [www.LHFJSettlement.com](http://www.LHFJSettlement.com) by August 3, 2026.

## 8. When and How Will I Receive a Payment from the Settlement?

If the Settlement is approved by the Court and if you have timely submitted a valid claim by the deadline of August 3, 2026, you will be sent a check via U.S. mail or electronic payment for your approved benefits and activation instructions will be sent to those who elect Credit Monitoring Services. If the Court approves the Settlement, and there are no objections to the Settlement, payments are anticipated to be sent out approximately 31 business days after the final approval hearing on August 14, 2026. You may visit [www.LHFJSettlement.com](http://www.LHFJSettlement.com) or otherwise contact the Settlement Administrator at any time for an update on the status of the Action or the Settlement.

## 9. What Am I Giving Up as Part of the Settlement by Staying in the Class?

If the Settlement is granted final approval by the Court, Settlement Class Members who have not excluded themselves will be releasing LHFJ and Released Parties, as further described in Section 10 of the Settlement Agreement, from any and all claims that relate to or arise from the Cybersecurity Incident or any facts alleged in the Class Action Complaint. This means that you will no longer be able to file a lawsuit against LHFJ or the Released Parties for the same claims brought in this case or that could have been brought in the lawsuit. The Settlement Agreement is available at [www.LHFJSettlement.com](http://www.LHFJSettlement.com).

## 10. How Do I Exclude Myself from the Class?

You have the right to exclude yourself from (i.e., “opt out” of) the Settlement. If you exclude yourself, you will be giving up the right to receive Cash Compensation, Credit Monitoring Services, and the right to object, but you will not be releasing the claims that are released in the Settlement.

To exclude yourself from the Settlement, you must mail your request to the Settlement Administrator at the address listed below. To be valid, a request for exclusion must include your name, address, signature and must specifically state that you wish to be excluded from the Settlement in the case entitled *Robin Foster v. Leo Hamel*

*Fine Jewelers, Inc., Case No. 37-2023-00019871-CU-MC-CTL.* To be timely, you must mail a request for exclusion postmarked no later than July 6, 2026 to the Settlement Administrator, *Foster v. Leo Hamel Fine Jewelers, Inc., c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623.*

If you submit a request for exclusion, you will not be bound by any judgment in the Action and you will be able to file your own lawsuit against LHFJ at your own expense.

**DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. If you submit both a Claim Form and a Request for Exclusion, your Request for Exclusion will be disregarded, and your Claim Form will be processed.**

**11. If I do not Exclude Myself from the Class, Can I File a Lawsuit against Defendant for the Same Thing Later?**

No. If you do not exclude yourself, you give up any right to bring your own individual lawsuit against Defendant with regard to the claims brought in this case or that could have been brought in this case. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if this Notice will affect your other case.

**12. If I Exclude Myself from the Class, Can I Get Money From this Settlement?**

No. If you exclude yourself, you will not receive any money from this lawsuit if the Settlement is approved by the Court. However, by excluding yourself, you may file a separate lawsuit to sue LHFJ regarding these same claims at your own expense.

**13. Do I have a Lawyer in this Case?**

The Court appointed the following lawyers as Settlement Class Counsel to represent you and the Settlement Class. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**Swigart Law Group, APC**  
Joshua B. Swigart  
Josh@swigartlawgroup.com  
Jayson B. Swigart  
Jayson@swigartlawgroup.com  
2221 Camino del Rio S., Ste. 308  
San Diego, CA 92108  
(866) 219-3343

**Ben Travis Law, APC**  
Ben Travis  
ben@bentravislaw.com  
12481 High Bluff Drive Ste 300  
San Diego, CA 92130  
(619) 353-7966

**14. How Will the Lawyers be Paid?**

At the final approval hearing, Class Counsel will ask the Court to approve payment to them from the Settlement Fund for their reasonable attorneys' fees and litigation costs and expenses, in amounts not to exceed 1/3 of the Settlement Fund (\$18,333.33) for attorneys' fees and fifteen thousand dollars (\$15,000.00) for litigation costs and expenses. The award of reasonable attorneys' fees and litigation costs would compensate Class Counsel for work that they reasonably have performed and partially reimburse expenses they reasonably have incurred in this action, including filing briefs, engaging in discovery, investigating the facts, and attending mediation, and court hearings and conferences.

Class Counsel will also ask the Court to approve payment to the Settlement Administrator from the Settlement Fund for the cost of administering the benefits of the Settlement Agreement. Class Counsel will also ask the Court to approve payment to the named Plaintiff as a Service Award Payment from the Settlement Fund in an

amount not to exceed \$1,500.00, in recognition of the risks taken by the named Plaintiff as the Class Representative in commencing the Action, both financial and otherwise.

### **15. How Can I Tell the Court If I Object to the Settlement**

You have the right to object to the Settlement if you do not like some or all of it. You can object to the Settlement in writing or in person at the Final Approval Hearing. In a written objection, you must state your reasons why you think the Court should not approve the Settlement. If the Court rejects your objection and approves the Settlement, you will still be bound by the terms of the Settlement.

If you submit a written objection, you must provide the following information in your written objection: (i) case name and number, full name, current mailing address, telephone number, and your or your attorney's signature; (ii) a statement of the position(s) that you, as the objector, wish to assert, including the factual and legal grounds for the position(s) (iii) whether you, as the objector, are represented by your own lawyer.

To be timely, a written objection must be submitted to the settlement administrator no later than July 6, 2026.

Any member of the Settlement Class who does not file a written objection by July 6, 2026 or object at the Final Approval Hearing, shall be deemed to have waived all objections and forever shall be foreclosed from making any objection to the fairness, justness, reasonableness or adequacy of the Settlement, and objecting to any motion for payment from the Settlement Fund, unless otherwise ordered by the Court.

### **16. What is the Difference Between Objecting to the Settlement vs. Asking to be Excluded?**

Objecting to the Settlement is a way of formally telling the Court that you do not like something about the Settlement and do not think the Court should approve the Settlement for a particular reason or reasons. You can object only if you stay in the Settlement Class and do not request exclusion. If the Court rejects your objection and approves the Settlement, you will still be bound by the terms of the Settlement.

Excluding yourself (i.e., "opting out") from the Settlement is the way to tell the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement and you will not be eligible to receive any benefits under the Settlement because you have requested not to be part of the case and its Settlement. By excluding yourself, you will still be able to file a separate lawsuit to sue LHFJ regarding these same claims at your own expense and with or without your own attorney.

### **17. When and Where Will the Court Decide Whether to Give Final Approval of Settlement?**

The Court will hold a Final Approval Hearing at 9:00 a.m., on August 14, 2026 at the Superior Court of California for the County of San Diego located at 330 W Broadway, San Diego, California 92101 in Department 73.

At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for payment of attorneys' fees and costs, payment of the Settlement Administrator's fees, and payment of a Service Award to the Class Representative. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement, how much to award to Class Counsel as fees and costs, to the Settlement Administrator as fees, and the amount of any Service Award to the Class Representative.

Note: The Final Approval Hearing may be moved to a different date or time without additional notice being mailed to the Settlement Class Members. For updated information, please visit [www.LHFJSettlement.com](http://www.LHFJSettlement.com).

### **18. Do I have to come to the Final Approval Hearing?**

No, you do not have to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have regarding the Settlement. However, you are welcome to attend the hearing at your own expense. If you have filed your valid written objection on time, the Court will consider it. You do not have to come to the Final

Approval Hearing if you file a written objection, however, you may attend. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

### 19. May I Speak at the Final Approval Hearing?

Yes, you may speak at the Final Approval Hearing, if the Court allows.

You will not be permitted by the Court to speak at the hearing if you exclude yourself (opt-out) from the Settlement.

### 20. What Happens If I do Nothing at all?

If you are a Settlement Class Member and do nothing after receiving this Notice, you will be legally bound by the Settlement and will be releasing Defendant and “Released Parties”, as defined in the Settlement Agreement ¶ 25, from any and all claims or causes of action that relate to or arise from the Cybersecurity Incident or any facts alleged in the Class Action Complaint.

### 21. How Can I Get More Information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.LHFJSettlement.com](http://www.LHFJSettlement.com), by calling toll-free 1-888-977-0617 or by writing to:

*Foster v. Leo Hamel Fine Jewelers, Inc.*  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623  
[LHFJSettlement@cptgroup.com](mailto:LHFJSettlement@cptgroup.com)

**PLEASE DO NOT TELEPHONE THE COURT OR ITS CLERK’S OFFICE REGARDING THIS NOTICE.**