

United States District Court
SOUTHERN DISTRICT OF NEW YORK

Notice of Class Action and Proposed Settlement

If General Electric Company notified you in or around March of 2020 of a Data Incident, you may be eligible for compensation and/or credit monitoring benefits from a class action settlement.

The United States District Court for the Southern District of New York has preliminarily approved a class action settlement that may affect your legal rights.

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

- A class action settlement has been reached in the case of *In re GE/CBPS Data Breach Litigation*, Case No. 1:20-cv-02903-KPF, pending in the United States District Court for the Southern District of New York before the Honorable Katherine Polk Failla. Under the proposed class action settlement, you may be entitled to cash compensation and/or eighteen (18) months of credit monitoring at no charge to you as discussed below. See answer to Question 6 below.
- The lawsuit arises out of a third party's unauthorized access of a dedicated email box maintained by Canon Business Process Services, Inc. ("Canon") containing benefits-related information of certain current and former General Electric Company ("GE") employees (the "Data Incident"). GE and Canon ("Defendants") deny wrongdoing and liability in connection with the allegations in the lawsuit.
- On August 24, 2022, the Court preliminarily approved this settlement (the "Settlement") and, by agreement of the parties to the lawsuit ("the Parties"), certified this lawsuit to proceed as a class action for settlement purposes only. A full copy of the Settlement Agreement may be reviewed at the Settlement Website at www.GECBPSsettlement.com. This Notice contains only a summary of the Settlement Agreement.
- If you received notice from GE in or around March of 2020 regarding the Data Incident, you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of the Defendants and/or the Related Entities (as defined in the Settlement Agreement); (ii) Judge Katherine Polk Failla and her staff and family; 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. A full copy of the Second Amended Class Action Complaint may be reviewed at the Settlement Website at www.GECBPSsettlement.com.
- If you are a Settlement Class Member, then you may be entitled to compensation and/or credit monitoring benefits under the terms of the Settlement. If you are a Settlement Class Member and you wish to file a claim, object to the Settlement, or exclude yourself from the Settlement, you must follow the procedures contained in the Settlement Agreement and outlined in this Notice.
- This notice is to advise you of the status of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the Settlement. This is not a lawsuit against you.
- Your legal rights related to this lawsuit are affected whether you act or don't act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court’s judgment of dismissal and release claims against Defendants relating to the Data Incident.	No deadline
SUBMIT A CLAIM FORM	Settlement Class Members can choose to submit a claim to receive Settlement benefits. You must submit a Valid Claim to the Claims Administrator to receive any monetary benefits from this Settlement. For more information about submitting a claim, see question 7. You will be bound by the Court’s judgment of dismissal and release claims against Defendants relating to the Data Incident.	December 22, 2022
ASK TO BE EXCLUDED	If you choose to exclude yourself (<i>i.e.</i> , opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Defendants/Release Entities relating to the Data Incident. See Question 10.	November 22, 2022
OBJECT	If you wish to object to the Settlement, you must timely submit written notice of your objection to the Clerk of the Court, and send a copy of your objection to the attorneys for all Parties. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. See Question 12.	November 22, 2022

BASIC INFORMATION

1. Why did I receive notice of this Settlement?

You received postcard notice of this Settlement because records show that you received notice from GE in or around March of 2020 related to the Data Incident. If these records are correct, you are a Settlement Class Member and you may be entitled to receive Settlement benefits for compensation if you submit a Valid Claim to the Claims Administrator before the deadline and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “class representatives” (in this case, one person, Steven Fowler) sue on behalf of other people who have similar claims. The people together are a “class.” The entities they sued (in this case, GE and Canon) are called the “defendants.” One court resolves the issues for every member of the “class” who does not exclude himself/herself.

3. Why is this lawsuit a class action?

The Parties have agreed and the Court has preliminarily decided that this lawsuit can proceed as a class action (for settlement purposes only) because it meets the requirements of Federal Rule of Civil Procedure 23. Specifically, the Court found that, for settlement purposes only, there are a sufficient number of people who may have been affected by the Data Incident at issue in this case, there are legal questions common to each of them, any claims or defenses of the representative parties are typical to those of the class, the Class Representative will fairly and adequately represent the Settlement Class's interests; and this class action will be more efficient than having many individual lawsuits.

4. What is this lawsuit about?

The Honorable Katherine Polk Failla of the United States District Court for the Southern District of New York is overseeing this class action. The case is known as *In re GE/CBPS Data Breach Litigation*, Case No. 1:20-cv-02903-KPF, pending in the United States District Court for the Southern District of New York. The individual who sued is called the "Plaintiff" and the companies that person sued, GE and Canon, are known as the "Defendants" in this case.

Plaintiff filed a lawsuit against Defendants, individually, and on behalf of anyone whose personally identifiable information ("PII") was compromised as a result of the Data Incident. The lawsuit arises out of a third party's unauthorized access of a dedicated email box that Canon maintained and that contained benefits-related information of certain current and former GE employees (the "Lawsuit").

Defendants deny wrongdoing and liability in connection with the Lawsuit. The Court has not made any ruling on the merits of this case. To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Defendants. The Settlement is not in any way an admission of wrongdoing or liability by Defendants and does not imply that there has been, or would be, any finding that Defendants violated the law. The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has certified the Settlement Class for settlement purposes only and subject to final approval of the Settlement, so that members of the Settlement Class can be given this notice and the opportunity to submit a claim, object, or exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

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

You are included in the Settlement if you were mailed notification by GE in or around March of 2020 regarding the Data Incident. You will be considered a member of the Settlement Class unless you timely opt-out of the Settlement. If you are not sure whether you are included or have any other questions about the Settlement, visit www.GECBPSsettlement.com, call toll free 1-866-742-4955, or write to GECBPSsettlement@rg2claims.com.

6. What does the Settlement Provide?

The proposed Settlement will provide the following benefits to Class Members:

Expense Reimbursement

- 1) **Documented out-of-pocket expense reimbursement:** All Settlement Class Members who submit a Valid Claim (as outlined in the Settlement Agreement) using the Claim Form are eligible for reimbursement for the following documented out-of-pocket expenses fairly traceable to the Data Incident, not to exceed an aggregate total of \$3,500.00 per Settlement Class Member: (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees, including attorney's fees (excluding the Class Counsel); (iii) accountants'

fees; (iv) fees for credit repair services; (v) costs associated with freezing or unfreezing credit with any credit reporting agency; (vi) and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges (“Out-of-Pocket Expenses”). To receive reimbursement for any of the Out-of-Pocket Expenses, Settlement Class Members must submit a valid and timely claim, including the necessary supporting documentation, to the Claims Administrator, as outlined in the Settlement Agreement.

- 2) **Attested time reimbursement:** Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time in connection with efforts to remedy issues fairly traceable to the Data Incident (calculated at \$18 per hour), but only if the Settlement Class Member (i) attests under oath that any claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident; and (ii) provides a brief, written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident (“Attested Time”). Claims made for Attested Time can be combined with reimbursement for the above referenced Out-Of-Pocket Expenses, and are subject to the same total aggregate cap of \$3,500.00 per Settlement Class Member.
- 3) **Eighteen Months of Credit Monitoring:** Defendants agree to offer eighteen (18) months of credit monitoring to all Settlement Class Members. The credit monitoring will be provided through Financial Shield Services.

Reimbursement Terms: Defendants will pay up to a total of \$350,000 for all Class Members’ Valid Claims for reimbursement. To receive compensation for Out-of-Pocket Expenses or Attested Time, you must submit a Valid Claim along with any necessary supporting documentation by December 22, 2022, as outlined in the Settlement Agreement. Valid Claims for Attested Time will be compensated at \$18.00 per hour (for up to four (4) hours per Class Member) upon verification that the time was expended in connection with efforts to remedy issues fairly traceable to the Data Incident, as outlined in the Settlement Agreement. If the Valid Claims submitted by Settlement Class Members exceed a total of \$350,000, all claims will be reduced on a pro rata basis prior to payment. The amount (up to a maximum amount of \$3,500) you are entitled to receive depends on several factors, including how many Valid Claims are filed before the Claims Deadline. You can review the Claim Form at www.GECBPSsettlement.com to see an explanation of the types of loss that will be considered, as well as specific documentation requirements.

Credit Monitoring Terms: To receive eighteen (18) months of credit monitoring provided by Defendants, at no cost to you, Settlement Class Members must access the Settlement Website using the link provided in the postcard notice. Once you log in, you will receive an activation code for the credit monitoring services, which will become active after the settlement is finalized by the Court.

Remedial Measures: The Settlement also provides remedial relief for all Settlement Class Members, regardless of whether you make a claim in the Settlement. Specifically, Defendants have decommissioned the use of the dedicated Canon email box, replacing it with an independent mechanism whereby current and former GE employees submit their benefits-related information to Canon through a secure portal.

Fees, Costs, and Expenses Associated with the Settlement: The parties estimate that the fees, costs, and expenses associated with the Settlement will be as follows: (i) Settlement Administration Costs estimated to be Thirty-Five Thousand Dollars (\$35,000). The Settling Parties did not reach agreement during mediation regarding the payment of attorneys’ fees, costs and expenses or a service award to the Class Representative. Any award of attorneys’ fees, costs and expenses to Class Counsel or a service award to the Class Representative will be paid separately by Defendants and will not impact the amounts paid to Class Members who submit Valid Claims for reimbursement.

For those Class Members entitled to a cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, as outlined above and in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the Claims Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay each eligible Settlement Class Member who timely returns a completed Valid

Claim Form and who does not actively remove himself or herself from the Class and who otherwise qualifies for payment pursuant to the terms of the Settlement Agreement.

7. How do I receive a benefit?

If you are an eligible Settlement Class Member and you do not opt-out of the Settlement, and if you wish to receive compensation from the Settlement for attested time or reimbursement for out-of-pocket expenses, then you must make a Valid Claim by December 22, 2022, consistent with the Settlement Agreement.

Claims can be filed online at www.GECBPSsettlement.com by December 22, 2022 or by mailing your claim form to the Claims Administrator at GE/Canon Settlement, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479. You may also contact the Claims Administrator toll-free at 1-866-742-4955, or via email at GECBPSsettlement@rg2claims.com, with any questions. Claims for distribution submitted after December 22, 2022 will not be paid.

8. How will I receive payments?

The Claims Administrator will issue a check to each Class Member entitled to compensation under the Settlement Agreement either within sixty (60) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later. If there is an appeal of the Settlement, payment may be delayed. Cashing the settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance. If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing at all?

If you do nothing, you will not get any benefit from the Settlement, you will not be able to sue for claims in this case, and you release the claims against the Defendants and Related Entities, as outlined in the Settlement Agreement.

10. Why would I ask to be excluded?

If you already have your own lawsuit against Defendants about the same claims in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgment of dismissal in this case. If you start your own lawsuit against Defendants after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Defendants, you should talk to your own lawyer.

11. How do I ask the Court to exclude me from the "class" in this case?

You have the right to exclude yourself from (i.e., "opt out" of) the Settlement Class. If you exclude yourself, you will be giving up the right to receive any compensation and/or credit monitoring benefits and the right to object, but you will not be releasing the claims that are released in the Settlement.

To exclude yourself from the Class, you must sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest your intent to be

excluded from the Settlement Class. It must also contain the words: “I elect to exclude myself from the settlement in *In re GE/CBPS Data Breach Litigation*” and be signed in order to be valid. All requests for exclusion must be submitted, signed, and mailed to the Claims Administrator and postmarked no later than November 22, 2022. If you return a late request for exclusion, the request will be deemed invalid and you will remain a member of the Class and will be bound by all of the terms of the Settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

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 CLAIM FORM WILL BE DISREGARDED.

12. How do I object to the settlement?

You have the right to object to the Settlement if you wish. To be considered by the Court, your objection must be submitted to the Claims Administrator no later than November 22, 2022 or mailed, postmarked no later than November 22, 2022, to the following address:

GE/Canon Settlement
 c/o RG2 Claims Administration LLC
 P.O. Box 59479
 Philadelphia, PA 19102-9479
 Email: GECBPSsettlement@rg2claims.com
 Facsimile: (215) 827-5551

You must also mail a copy of your objection to the following three places postmarked no later than November 22, 2022:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
United States District Court Southern District of New York 40 Foley Square New York, NY, 10007	Gary M. Klinger Milberg Coleman Phillips Grossman, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606	Kenneth L. Chernof Arnold & Porter Kaye Scholer LLP 601 Massachusetts Avenue, NW Washington, D.C., 2001-3743

Your objection must include: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You will not be excluded from the Settlement by filing an objection. If you have submitted a request for exclusion from the Settlement, you cannot file an objection.

Any attorney you may hire for the purpose of making an objection must file his or her entry of appearance on or before February 1, 2023. The entry of appearance shall be filed with the Clerk of the Court with a copy served upon Class Counsel and Defendants' Counsel in accordance with the Local Rules of United State District Court for the Southern District of New York.

If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the Settlement becomes final even if you object to the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this settlement, the Class Representative and the Settlement Class are both represented by Class Counsel. Class Counsel is comprised of Milberg Coleman Bryson Phillips Grossman, PLLC, Bursor & Fisher, P.A., and Gibbs Law Group LLP.

You will not be personally charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Is there a release or waiver of claims?

Yes. Unless you affirmatively exclude yourself, you will agree to the "Release" of claims as described in Section 6 of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or other Released Entities for any of the Released Claims. It also means that the Court's orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the claims you will give up if you remain in the Settlement by requesting a copy from the Claims Administrator or viewing it online at www.GECBPSsettlement.com. If you have any questions about the Release, you may contact Class Counsel at no charge to you.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Fairness Hearing on February 22, 2023 at 3:00 p.m., in Courtroom 618 of the United States District Court for the Southern District of New York courthouse, located at 40 Foley Square, New York, NY, 10007. The Final Fairness Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Settlement Class Members will receive no benefits from the Settlement. Plaintiff, Defendants, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and the Plaintiff and Defendants will continue to litigate the case. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

16. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you may come to Court to talk about it. You may also pay your own lawyer to attend, if you so choose.

GETTING MORE INFORMATION

17. Are more details available?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.GECBPSsettlement.com, request a copy via email to GECBPSsettlement@rg2claims.com, or call the Claims Administrator toll-free at 1-866-742-4955. You may also contact Class Counsel with any questions about the proposed Settlement.

Please do not contact the Court Clerk, the Judge, Defendants' Counsel, or Defendants; they are not in a position to give you any advice about the Settlement.

DEADLINE SUMMARY

18. What are the important deadlines?

The following are the important dates and deadlines under the proposed Settlement:

Last Day to Submit Request for Exclusion:	November 22, 2022
Last Day to File and Serve Objections:	November 22, 2022
Last Day to File a Claim Form:	December 22, 2022
Final Fairness Hearing:	February 22, 2023