

**COURT OF COMMON PLEAS
KNOX COUNTY, OHIO
GENERAL DIVISION**

ANNA MORAN, *et al*, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

ARIEL CORPORATION,

Defendant.

Case No. 24NG12-0399

Judge Richard Wetzel, Jr.

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
FOR PERSONS WHOSE INFORMATION WAS ALLEGEDLY
ACCESSED IN A DATA INCIDENT DETECTED BY
THE ARIEL CORPORATION ON OR ABOUT JUNE 2024**

**All persons whose Private Information potentially was compromised as a result of the Data
Incident Ariel Corporation discovered on or about June 2024,
may benefit from this class action settlement.**

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

**THIS IS A NOTICE OF A SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.**

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM BY JULY 22, 2026	If you submit a Claim Form by July 22, 2026 , your Claim Form will be considered, to the extent requested, for two years of free credit monitoring and monetary recovery.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY JULY 6, 2026	You will receive no benefits, but you will retain your legal claims against the Defendant.
OBJECT BY JULY 6, 2026	Write to the Settlement Administrator about why you do, or do not, like the settlement and your written position will be shared with the Court. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON AUGUST 21, 2026	You may attend the Final Approval Hearing and, if you wish, ask to speak in Court about the fairness of the settlement.

1. What is this notice?

This is a court-authorized notice of a proposed settlement (the “Settlement”) in a class action lawsuit, *Moran, et al. v. Ariel Corporation*, Case No. 24NG12-0399, pending in the Court of Common Pleas of Knox County, Ohio (the “Court”). The Settlement would resolve the lawsuit brought on behalf of persons who allege that their information was impacted by the data security incident first discovered by Defendant Ariel Corporation (“Ariel” or “Defendant”) on or about June 2024 (the “Data Incident”). The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

2. Why did I get this notice?

You are receiving this Notice because you were identified by Ariel Corporation as a person whose information may have been accessed without authorization by an unknown individual in or around June 2024.

3. What is this lawsuit about?

Between June 20 and June 27, 2024, a data security incident occurred on Ariel Corporation's information systems, which resulted in the Data Incident that exposed the personally identifiable information of its current and former employees, among others. In November 2024, Ariel Corporation provided notice to individuals whose personal information may have been impacted. The Lawsuit alleges Ariel Corporation failed to adequately protect the information of the potentially affected individuals, and asserts various claims, including negligence/negligence *per se*; breach of implied contract; breach of bailment; and invasion of privacy. Ariel Corporation contests these claims and denies any wrongdoing.

4. Why is this a class action?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Class" or "Class Members." When a Class Action is settled, the settlement, which must be approved by the court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the settlement.

5. Why is there a settlement?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties reached a settlement that resolves all claims by the Settlement Class related to the Data Incident. If approved by the Court, the Settlement Agreement requires Ariel Corporation to provide, at no cost to Settlement Class Members, credit monitoring services, and compensation to certain Settlement Class Members who submit a valid Claim Form. The Settlement is not an admission of wrongdoing by Ariel Corporation and does not imply there has been, or would be, any finding Ariel Corporation violated the law.

The Court already has preliminarily approved the Settlement Agreement. 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 Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this Notice and the opportunity to exclude themselves from the Settlement Class, and to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not give final approval to the Settlement Agreement, or if it is terminated by the Parties, the Settlement Agreement will be void, and the Lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

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

You are a member of the Settlement Class if you were sent a Notice of Data Incident because your Personal Information was maintained on Ariel Corporation's system.

YOUR BENEFITS UNDER THE SETTLEMENT

7. What can I get from the settlement?

All Settlement Class Members are eligible to claim two years of free three-bureau credit monitoring with \$1,000,000 in fraud insurance. In addition, Settlement Class Members can also receive monetary relief including: (1) compensation for Ordinary Losses and Lost Time up to \$500 per claimant, including compensation at \$20 per hour for up to four hours for Lost Time; (2) reimbursement for documented Extraordinary Losses up to \$5,000 per claimant; *or* (3) an alternative cash payment in the form of \$50 per claimant.

8. When will I receive these benefits?

If you submit a Claim for credit monitoring, you will receive this benefit after the Court enters a Final Approval Order and the time for any appeals has expired. If you submit a Claim for monetary recovery, you will receive payment in the amount approved by the Settlement Administrator after your Claim is processed, after the Court enters a Final Approval Order, and after the time for any appeals has expired.

9. I want to be a part of the settlement. What do I do?

For Credit Monitoring: You may claim credit monitoring by submitting the tear-off panel of the Postcard Notice mailed to you. You can also submit your claim online or by mail. Each Settlement Class Member who submits a claim that is approved shall receive two years of free credit monitoring that includes \$1,000,000 of identity theft insurance and is in addition to any free credit monitoring services previously provided by Ariel Corporation following the Data Incident. Credit Monitoring may be claimed in addition to monetary compensation.

For Claims for Monetary Recovery: To submit a claim for the \$50 Alternative Cash Payment, you may use the tear-off panel of the Postcard Notice mailed to you. You can also submit your \$50 Alternative Cash Payment Claim online or by mail.

For all other forms of Monetary Recovery (including Ordinary Losses, Lost Time and Extraordinary Losses), you must submit your claim online or by using the Claim Form found on the Settlement Website, along with the requisite documentation and attestations.

You must submit any Claims by July 22, 2026. Each Settlement Class Member may only submit one claim form.

10. Payments for the Settlement Class Members Seeking Ordinary Losses and Lost Time, or Extraordinary Loss Compensation.

Class Members are eligible to submit claims of up to \$500 (in total per Class Member) for the following categories of Ordinary Losses:

- Costs associated with obtaining credit reports;
- Costs associated with purchasing credit monitoring and identity theft insurance products for the period after the expiration of the credit monitoring and identity theft insurance coverage offered at the time of notice;
- Credit monitoring costs incurred on or after June 20, 2024, through seven days after the Court approved notice of settlement is sent to the Settlement Class;
- Long distance telephone charges;
- Cell phone voice charges or data charges (if charged by the minute or the amount of data usage);
- Miscellaneous expenses such as notary, fax, postage, copying and mileage;
- Unreimbursed bank fees;
- Unreimbursed card reissuance fees;
- Unreimbursed overdraft fees;
- Unreimbursed charges related to unavailability of funds;
- Unreimbursed late fees;
- Unreimbursed over-limit fees;
- Unreimbursed charges from banks or credit card companies.

Settlement Class Members are eligible to claim reimbursement of up to four hours of lost time spent remedying issues related to the Data Incident (at \$20 per hour) for time spent remedying fraud, identity theft, or other alleged misuse of Personal Information traceable to the Data Incident or spent on preventative and remedial measures to protect Personal Information that are traceable to the Data Incident. Claims for lost time must be supported by an attestation setting forth the amount of time spent dealing with the Data Incident. Lost Time reimbursement is subject to the \$500 aggregate cap for Ordinary Losses and Lost Time.

Settlement Class Members are eligible to claim up to \$5,000 for documented Extraordinary Losses such as one of the following categories: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a)

unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations.

To claim Extraordinary Losses, the Settlement Class Member must attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and provide reasonable documentation of the out-of-pocket losses claimed.

- (a) Settlement Class Members submitting a claim for out-of-pocket expenses or losses will be required to show the following: The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of a Settlement Class Member's personally identifiable information ("PII") or (ii) fraud associated with a Settlement Class Member's PII;
- (b) The loss noted in (a)(i) or (a)(ii) was more likely than not caused by the Data Incident;
- (c) The loss occurred between June 27, 2024 and seven days after the Court approved notice of settlement is sent to the Settlement Class; and
- (d) The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member's identity protection services or identity theft insurance, if any such services/insurance applies.

Reasonable documentation must be submitted with all Claims showing that the Ordinary Losses, Lost Time, and/or Extraordinary Losses were caused by, or are fairly traceable to, the Data Incident. More details are provided in the Settlement Agreement, which is available at www.ArielClassSettlement.com.

In the alternative, Settlement Class Members may claim a \$50 cash payment, payable per claimant.

11. If I'm eligible for expense of loss reimbursement, when will I be paid?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court gives final approval to the Settlement, eligible Settlement Class Members will be paid as soon as possible after the Court order becomes final. If there is an appeal of the Settlement, payment may be delayed. If there are updates about the case, they will be posted on www.ArielClassSettlement.com, or contact the Settlement Administrator or Class Counsel at the information provided below.

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QUESTIONS? VISIT WWW.ARIELCLASSSETTLEMENT.COM

12. What am I giving up if I remain in the settlement?

By staying in the Class, all the Court's orders will apply to you, and you will give Defendant a "release." A release means you cannot sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit with respect to the unauthorized access of your information stored in Defendant's system on or about June 2024.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. To the extent applicable, each releasor is given the opportunity to read and review the following provision of California Civil Code Section 1542:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

Your release, called the "Released Claims" in the Settlement Agreement, shall apply according to its terms, regardless of any provision of law or legal authority similar to California Civil Code Section 1542 identified above.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions about the Released Claims, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

13. How much will the Class Representative receive?

The Class Representatives will seek a payment of \$2,000 each for their services to the Settlement Class Members. This payment is subject to the Court's Approval and is not included in the amount available to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to remain in the settlement, but you want to keep your legal claims against Defendant, then you must take steps to exclude yourself from this Settlement.

14. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Moran, et al. v. Ariel Corporation*, Case No. 24NG12-0399 (Knox County, Ohio). Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked **no later than July 6, 2026**, to:

Moran v. Ariel Corporation
c/o Atticus Administration
P.O. Box 64053
St. Paul, MN 55164

15. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement, but you will have the right to sue Defendant over the claims raised in this case, either on your own or as a part of a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the “statute of limitations”) will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the law firms of Markovits, Stock & DeMarco, LLC, Strauss Borrelli PPLC, Stranch, Jennings & Garvey, PPLC, and Kopelowitz Ostrow, P.A. to serve as Class Counsel. You will not be charged for these lawyers and if you want to be represented by your own lawyer, you may hire one at your own expense.

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17. How will the lawyers be paid?

Class Counsel will be paid reasonable attorneys' fees and expenses up to \$195,000, subject to court approval.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

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

If you are a Settlement Class member, you can object to the Settlement and the Court will consider your views. To object to the Settlement, you must provide a written objection (such as a letter or legal brief) stating that you object and the reasons why you think the Court should not approve the Settlement. Your objection should include: (i) the objector's full name and address; (ii) the case name and docket number: *Moran, et al. v. Ariel Corporation*, Case No. 24NG12-0399 (Knox County, Ohio), (iii) 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 the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement 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 counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval 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.

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To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to the Settlement Administrator at Moran v. Ariel Corporation, c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164. For all objections mailed to the Settlement Administrator, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

THE FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend if you wish, but you are not required to do so.

19. Where and when is the final approval hearing?

The Court has already given preliminary approval to the Settlement Agreement. A final hearing on the settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement.

The Court will hold a hearing on **August 21, 2026 at 10:00 a.m.** in the courtroom of the Honorable Richard Wetzel Jr., Court of Common Pleas in Knox County, Ohio. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to determine the appropriate amount of compensation for Class Counsel and rule on the request for service awards for the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. After the hearing, the Court will decide whether to approve the Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

GETTING MORE INFORMATION – CONTACT:

This Notice only provides a summary of the proposed Settlement. Complete details about the Settlement can be found in the Settlement Agreement available on the Settlement Website.

www.ArielClassSettlement.com

If you have any questions, you can contact the Settlement Administrator or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the Settlement Website, all pleadings and documents filed in court may be reviewed or copied, at your expense, in the Office of the Clerk.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.

They are not permitted to answer your questions.

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