

If you were notified on or around November 24, 2020, of a Data Incident involving Canon, you may be entitled to benefits from a settlement.

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

- A settlement has been reached in a class action lawsuit against Canon U.S.A., Inc., Canon Solutions America, Inc., Canon Software America, Inc., Canon Information and Imaging Solutions, Inc., Canon Financial Services, Inc., Canon Medical Components U.S.A., Inc., Canon Information Technology Services, Inc., and NT-ware USA, Inc., (“Canon” or “Defendants”), arising out of a Data Incident in which personal information may have been exposed to unauthorized activity. The information at issue may have included certain names, Social Security Numbers, driver’s license numbers or government-issued identification numbers, financial account numbers provided for direct deposit, electronic signatures, and dates of birth (the “PII”).
- You are a “Settlement Class Member” if you were sent the “Notice of Data Security Incident” by Canon dated on or around November 24, 2020. By submitting a valid and timely Claim Form, you are potentially eligible for certain Settlement Benefits:

Ordinary Expense Reimbursement: If you have documentation showing that you spent money or incurred losses as a result of the Data Incident, you are eligible to receive up to \$300 for certain documented out-of-pocket losses incurred between August 4, 2020, and June 29, 2023.

Other Extraordinary Expense Reimbursement: You may be eligible to receive up to \$7,500 for Extraordinary Expenses that was plausibly a result of the Data Incident if: (a) it is an actual, documented, and unreimbursed monetary loss; (b) was caused by the Data Incident; (c) occurred during the time period from August 4, 2020, through and including June 29, 2023.; (d) is not an amount already covered by the Ordinary Expense Reimbursement; and (e) the claimant made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance, to be supported with documentation.

Credit Monitoring and Identity Protection: You are eligible for two (2) years of credit monitoring services.

This Notice may affect your rights. Please read it carefully.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	You will be ineligible to receive any Settlement Benefits if you fail to submit a Claim Form.	April 15, 2024
EXCLUDE YOURSELF	Get no Settlement Benefits. Keep your right to file your own lawsuit against the Defendants about the legal claims in this case.	April 15, 2024
OBJECT	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it. You may still file a Claim Form and/or receive Identity Theft Protection Services.	April 15, 2024
DO NOTHING	Get no Settlement Benefits. Be bound by the Settlement.	

- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

Questions? Go to www.CanonClaimsSettlement.com or call 1-888-970-5658.

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Questions? Go to www.CanonClaimsSettlement.com or call 1-888-970-5658.

BASIC INFORMATION

1. Why is this Notice being provided?

A Federal Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit 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 is eligible for the benefits, and how to get them.

District Judge Ann M. Donnelly and Magistrate Judge Sanket J. Bulsara of the United States District Court for the Eastern District of New York are overseeing this class action case. The case is known as *In re: Canon U.S.A. Data Breach Litigation*, Case No. 1:20-cv-06239-AMD-SJB, (the “Litigation”). The person who filed this lawsuit is called the “Plaintiff” or “Representative Plaintiff” and the companies they sued, Canon U.S.A., Inc., Canon Solutions America, Inc., Canon Software America, Inc., Canon Information and Imaging Solutions, Inc., Canon Financial Services, Inc., Canon Medical Components U.S.A., Inc., Canon Information Technology Services, Inc., and NT-ware USA, Inc., are collectively referred to in this document as “Canon” or the “Defendants.”

2. What is this lawsuit about?

This litigation arises from a ransomware attack suffered by Canon on or about August 4, 2020 (the “Data Incident”). On November 24, 2020, after a preliminary investigation, Canon sent a “Notice of Data Breach” to those employees who worked for Canon from 2005-2020 who may have been affected by the Data Incident, as well as their beneficiaries and dependents. Canon’s Notice of Data Breach informed the relevant individuals that their information may have been exposed to unauthorized activity and that the information at issue included certain PII. No court or other entity has determined that Canon committed any wrongdoing or violated any law. By entering the Settlement, Canon is not admitting any wrongdoing or liability.

3. Why is the lawsuit a class action?

In a class action, a representative plaintiff or plaintiffs sues on behalf of all people who have similar claims. Together all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves from the Settlement Class.

The proposed Representative Plaintiffs in this case are Michael Finnigan, Kenneth Buchbinder, Brian McCartney, Tyrone Villacis, Luis Pichardo, Andrew Hamid, Amy Lynn Hamid, Woodrow Moss, and Diana Rouse.

4. Why is there a Settlement?

Plaintiffs and Canon do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of any party. Instead, Plaintiffs and Canon have agreed to settle the Litigation. Plaintiffs and the attorneys for the Settlement Class (“Interim Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement Benefits and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Canon.

Questions? Go to www.CanonClaimsSettlement.com or call 1-888-970-5658.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you were one of the individuals residing in the United States who received a Notice of Data Security Incident that Canon sent to Plaintiffs and others in substantially the same form on or around November 24, 2020.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (i) Canon and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) the attorneys representing the Parties in the Litigation.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.CanonClaimsSettlement.com or call the Claims Administrator's toll-free number at 1-888-970-5658.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you file a valid and timely Claim Form by April 15, 2024, you may be eligible for the following Settlement Benefits:

For your claim to be valid, you must complete a statement on the Claim Form under penalty of perjury that your claim is true and correct to the best of your knowledge and belief. You must reasonably attest that the Data Incident caused you to incur any claimed out-of-pocket expenses and charges. Failure to provide the above statement and documentation as requested on the Claim Form shall result in denial of a claim.

Ordinary Expense Reimbursement

All Settlement Class Members who submit a valid claim using the Claim Form are eligible to receive reimbursement for documented out-of-pocket losses that were incurred between August 1, 2020, and June 29, 2023, if documented and plausibly caused by the Data Incident, not to exceed \$300 per Settlement Class Member, including:

- Cost to obtain credit reports.
- Fees relating to a credit freeze;
- Card replacement fees;
- Late fees;
- Overlimit fees;
- Interest on payday loans taken as a result of the Data Incident;
- Other bank or credit card fees;
- Postage, mileage, and other incidental expenses resulting from lack of access to an existing account;

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- Costs associated with credit monitoring or identity theft insurance purchased between August 1, 2020, and June 29, 2023, if purchased primarily as a result of the Data Incident (You must provide reasonable documentation and an affirmative statement that it was purchased primarily because of the Data Incident, and with proof of purchase); and
- Compensation for attested-to lost time: Settlement Class Members who submit a valid claim using the Claim Form are eligible to receive reimbursement for their time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/cleanup of the Data Incident, at a rate of \$20 for up to four (4) hours. (You must at least provide attestation or at least a narrative description of the activities performed during the time claimed and their connection to the Data Incident to receive this benefit.)

Extraordinary Expense Reimbursement

Settlement Class Members who submit a valid claim using the Claim Form are eligible to receive extraordinary expense reimbursement of up to \$7,500 per Settlement Class Member for monetary out-of-pocket losses that was plausibly caused by the Data Incident if:

- It is an actual, documented, and unreimbursed monetary loss;
- Occurred during the time period from August 2020, through and including June 29, 2023;
- Is not an amount already covered by one or more of the categories in ordinary expense reimbursement listed above; and
- You made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance, to be supported with documentation.

Credit Monitoring and Identity Protection

You are eligible to receive two years of credit monitoring services, and these services include three bureau credit monitoring and alerts. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form. Redemption codes will then be sent either to an email address provided by you or, if you do not have an email address, mailed to the address provided on the claim form.

9. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Canon and Released Parties about the legal issues in this Litigation that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement in Sections 1.22 and 6 describes the Release, Released Claims, and the Released Parties in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.CanonClaimsSettlement.com or in the public court records on file in this lawsuit. For questions regarding the Release and what it means, you can also contact one of the lawyers listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

Questions? Go to www.CanonClaimsSettlement.com or call 1-888-970-5658.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a claim for Settlement Benefits?

To submit a claim for reimbursement for Ordinary Expense Reimbursement, Extraordinary Expense Reimbursement, or Credit Monitoring and Identity Protection, you must submit a valid Claim Form.

Settlement Class Members seeking reimbursement under the Settlement must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before **April 15, 2024**. Claim Forms may be submitted online at www.CanonClaimsSettlement.com, or printed from the website and mailed to the Claims Administrator at the address on the form. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-888-970-5658 or by writing to:

Canon Claims Administrator
P.O. Box 2057
Portland, OR 97208-2057

12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-888-970-5658 or by writing to:

Canon Claims Administrator
P.O. Box 2057
Portland, OR 97208-2057

13. When will I receive my Settlement Benefits?

If you make a valid Claim, payment will be provided by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.CanonClaimsSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed John Yanchunis of Morgan & Morgan and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, LLC as Interim Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Interim Class Counsel to represent you in this Litigation.

15. How will Interim Class Counsel be paid?

Interim Class Counsel will file a motion asking the Court to award them reasonable attorneys' fees and costs in an amount to be determined by the Court to be paid by Canon. They will also ask the Court to approve a service award of \$1,000 to each of the Representative Plaintiffs for participating in this Litigation and for their efforts in achieving the Settlement. If awarded by the Court, Canon will pay reasonable fees, costs, expenses, and incentive awards directly. Interim Class Counsel and Canon

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have not agreed to what makes up reasonable attorneys' fees and costs in this matter and the Court may award less than the amounts sought by Representative Plaintiffs and Interim Class Counsel.

Interim Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the settlement website at www.CanonClaimsSettlement.com at least 30 days before the deadline for you to comment or object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting-out” of – the Settlement.

16. How do I get out of the Settlement?

To opt out of the Settlement, you must mail written notice of a request for exclusion. The written notice must be signed and clearly state that you wish to be excluded from the Settlement Class. You may only submit an opt-out request on your own behalf; mass or class opt-outs will not be permitted.

The exclusion request must be **postmarked** and sent to the Claims Administrator at the following address by **April 15, 2024**:

Canon Claims Administrator
Exclusions
P.O. Box 2057
Portland, OR 97208-2057

You cannot exclude yourself by telephone or by email.

17. If I exclude myself, can I still get anything from this Settlement?

No. If you exclude yourself, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement Benefits if you stay in the Settlement and submit a valid Claim Form.

18. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Parties for the claims this Settlement resolves relating to the Data Incident. You must exclude yourself from this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or the requested attorneys' fees and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees and expenses.

To object, you must file a timely written notice of your objection so it is received by **April 15, 2024**. Such notice must state:

Questions? Go to www.CanonClaimsSettlement.com or call 1-888-970-5658.

- Your full name, address, telephone number, and e-mail address (if any);
- Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class;
- A written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- The identity of all counsel representing you, if any;
- A statement whether you and/or your counsel will appear at the Final Fairness Hearing; and
- Your signature or the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

To be timely, written notice of an objection in the appropriate form must be sent to the Claims Administrator with copies sent to Interim Class Counsel by **April 15, 2024**.

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 5 of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

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

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on April 25, 2024, at 02:30 pm. before Judge Ann M. Donnelly (or such other judicial officer as designated by the Court), United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Interim Class Counsel's application for attorneys' fees, costs, and expenses, and the incentive awards to Plaintiffs. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Fairness Hearing are subject to change. Any change will be posted at www.CanonClaimsSettlement.

22. Do I have to attend to the Final Fairness Hearing?

No. Interim Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

Questions? Go to www.CanonClaimsSettlement.com or call 1-888-970-5658.

23. May I speak at the Final Fairness Hearing?

Yes, as long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this Litigation and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to hire and pay for your own lawyer.

If you want to appear, or if you want your own lawyer instead of Interim Class Counsel to speak for you in this Litigation, you must follow all of the procedures for objecting to the Settlement listed in Section 20 above—and specifically include a statement whether you and your counsel will appear at the Final Fairness Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will give up rights explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Canon or any of the Released Parties about the legal issues in this Litigation that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

25. How do 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.CanonClaimsSettlement.com, by calling 1-888-970-5658, or by writing to:

Canon Claims Administrator
P.O. Box 2057
Portland, OR 97208-2057

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

Questions? Go to www.CanonClaimsSettlement.com or call 1-888-970-5658.