

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

MICHAEL MEYERS, DANIEL MUSKE, GARY KAPLAN, KIM WEVER, JOSHUA PYFROM, LASHAWNTAE WASHINGTON, and TED MELTON, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BHI ENERGY SERVICES, LLC and BHI ENERGY I SPECIALTY SERVICES LLC,

Defendants.

Lead Case No. 1:23-cv-12513

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

If you are a resident of the United States and were sent a notice letter from BHI Energy Services, LLC and BHI Energy I Specialty Services LLC (“BHI” or “Defendants”), which was not returned as undeliverable and which notified you that your Private Information may have been compromised in a data breach incident (the “Data Incident”) between approximately May 30, 2023 and July 7, 2023, you are eligible to participate in a proposed class action lawsuit settlement (“Settlement Class” or “Settlement Class Member”).

A proposed Settlement has been reached in a class action lawsuit against BHI. The lawsuit asserted claims against BHI arising out of or related to the Data Incident that BHI advised you of on or about October 18, 2023.

If you are a member of the Settlement Class or California Subclass (defined in Section 5 below), you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM BY JUNE 12, 2025	You must submit a valid Claim Form to receive Settlement benefits, including reimbursement for documented Out-of-Pocket expenses incurred as a result of the Data Incident, up to a maximum of \$7,500 per person; compensation for up to 4 hours of Lost Time at \$25 per hour for time spent reasonably related to mitigating the effects of the Data Incident, California Consumer Privacy Act (“CCPA”) Payment of \$100 for California Subclass

	Members only, Pro-Rata Cash Payment, and 2 years of Identity Theft Protection and Credit Monitoring.
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Persons, ¹ including BHI, over the claims resolved in the Settlement.
SUBMIT A WRITTEN OPT-OUT BY FEBRUARY 12, 2025	Submit a written notice of your intent to be excluded from the Settlement. You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
FILE AN OBJECTION BY FEBRUARY 12, 2025	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON APRIL 15, 2025	Ask to speak in Court about the fairness of the Settlement.

No payments or other Settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

You can learn more about the Settlement by visiting www.BHIDataIncidentSettlement.com or by calling 1-888-899-4261.

Further Information about this Notice and the Lawsuit

1. Why did I receive a Notice in the mail?

The Postcard Notice you received in the mail was sent to inform you of the proposed Settlement because you may be a member of the Settlement Class eligible to receive benefits. The class action lawsuit is *Meyers, et al., v. BHI Energy Services, LLC, et al.* Case No. 1:23-cv-12513 in the United States District Court for the District of Massachusetts (the “Litigation”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Lawsuit about?

The proposed class action Lawsuit is brought on behalf of all natural persons residing in the United States who were sent a notice letter by BHI, which was not returned as undeliverable and which

¹ The Released Persons means Defendants and their current and former parent companies, subsidiaries, affiliates, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, vendors, investors, and funds, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

notified them that their Private Information may have been compromised in a Data Incident between May 30, 2023 and July 7, 2023.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of all others who are alleged to have similar claims. Together, these people are the “Class” and each individually is a “Class Member.” In this case the Plaintiffs or “Class Representatives” are Michael Meyers, Daniel Muske, Gary Kaplan, Kim Wever, Joshua Pyfrom, Lashawntae Washington, and Ted Melton. The companies being sued, in this case BHI Energy Services, LLC and BHI Energy I Specialty Services LLC, are known as the Defendants.

4. Why is there a Settlement?

The Plaintiffs in the Lawsuit, through their attorneys (known as “Class Counsel”), investigated the facts and laws relating to the issues in the Lawsuit. The Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class.

The Court has not decided whether the Plaintiffs’ claims or BHI’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will receive benefits from the Settlement. The Settlement does not mean that BHI did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class means all U.S. residents who were sent breach notice letters by BHI and whose breach notice letter was not returned as undeliverable.

The Settlement Class includes a California Subclass, which means all California residents who were sent breach notice letters by BHI and whose breach notice letter was not returned as undeliverable.

The Settlement Class specifically excludes: (a) the Judge(s) to whom the action is assigned and any member of those Judges’ staffs or immediate family members; (b) counsel for the Parties, any member of their respective staffs who worked directly on the Litigation, and any member of their immediate families; (c) any government entity; (d) any entity in which BHI has a controlling interest; and (e) any of BHI’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns.

6. What are the Settlement benefits?

Settlement Class Members shall have the opportunity to submit a Claim Form for certain benefits. The benefits, as described below, include: (a) Reimbursement of Lost Time spent addressing the

Data Incident; (b) Out-of-Pocket Losses; (c) Credit Monitoring and Identity-Protection Services; (d) CCPA Payment for California Subclass Members only; and (e) a Pro Rata Cash Payment.

Reimbursement of Lost Time: All Settlement Class Members may submit a claim for reimbursement of Lost Time up to four (4) hours at twenty-five dollars (\$25) per hour. Settlement Class Members can receive reimbursement of Lost Time with an attestation that the time spent was in response to the Data Incident.

Out-of-Pocket Losses: Every Settlement Class Member may submit a claim for up to \$7,500 for documented out-of-pocket expenses and losses, which are unreimbursed costs, expenditures, or losses incurred by a Settlement Class Member that are fairly traceable to the Data Incident (“Out-of-Pocket Losses”). Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Social Security Number; (2) unreimbursed costs incurred on or after May 30, 2023, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other unreimbursed miscellaneous expenses incurred related to any Out-of-Pocket Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) other mitigative costs that were incurred on or after May 30, 2023, through the date of the Settlement Class Member’s claim submission; and (5) unpaid time off work to address issues fairly traceable to the Data Incident at the actual hourly rate of that Settlement Class Member.

CCPA Payment: California Subclass Members may submit a claim for a \$100.00 cash payment for the CCPA claim they have brought against Defendants as California residents. The CCPA payment may be *pro rata* decreased if insufficient funds remain in the portion of the Settlement Fund set aside for CCPA Payments following the payment of Class Counsel’s Attorneys’ Fees and Expenses Award, any Service Awards, the Costs of Claims Administration, the CAFA Notice, claims for Out-of-Pocket Losses, and claims for Lost Time.

Pro Rata Cash Payment: All Settlement Class Members may file a claim for a *pro rata* portion of the Settlement Fund. The amount of this benefit shall be based on the number of claims received and the amount of funds remaining in the Settlement Fund following the payment of Class Counsel’s Attorneys’ Fees and Expenses Award, any Service Awards, the Costs of Claims Administration, the CAFA Notice, the cost of Credit Monitoring and Identity-Protection Services, claims for Out-of-Pocket Losses, claims for Lost Time, and claims for CCPA Payments. The *Pro Rata* Cash Payment is intended to exhaust all funds remaining in the Settlement Fund. If for any reason there are residual funds, they shall be distributed *cy pres* to the non-profit organization National Cybersecurity Alliance. No residual funds will revert to Defendants.

Credit Monitoring and Identity-Protection Services Benefit: All members of the Settlement Class may apply for credit monitoring and identity-protection services for a period of 24 months from the date a member of the Settlement Class claims the offer. Identity Defense will include a minimum of the following features: (1) identity theft insurance (with a \$1,000,000 policy limit); (2) real-time credit monitoring services; and (3) access to fraud resolution agents. The costs for such services will be paid from the Settlement Fund.

Business Practice Commitments: In addition to the above Settlement benefits, Defendants have agreed to remedial enhancements to their data security practices and systems, the cost of which totals approximately \$6,400,000.00. These Business Practice Commitments include: (1) implementing and maintaining multi-factor authentication on Defendants’ remote access virtual private network; (2) extending Defendants’ deployment of endpoint detection and response within its systems; (3) extending Defendants’ deployment of antivirus software within its systems; (4) decommissioning legacy and unused systems; and (5) taking offline from Defendants’ corporate systems data related to former employees within seven (7) years of the termination of the employer-employee relationship.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement or “Opt-Out” will be bound by the Settlement Agreement and any final judgment entered by the Court and will give up their right to sue the Released Persons for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.BHIDataIncidentSettlement.com.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement Class.

However, if you wish to be eligible for Settlement Benefits, you **must** complete and postmark or otherwise submit a Claim Form **by June 12, 2025**. You may download or submit a Claim Form online at www.BHIDataIncidentSettlement.com.

If you do not want to give up your right to sue the Released Parties related to the Data Incident or the issues raised in this case, you must exclude yourself (or “Opt-Out”) from the Settlement Class. *See* Question 12 below for instructions on how to exclude yourself.

If you object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Court. (*See* Question 15 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or credit monitoring services.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.BHIDataIncidentSettlement.com. You may also obtain a paper Claim Form by downloading it at www.BHIDataIncidentSettlement.com or by calling the Claims Administrator at **1-888-899-4261**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at www.BHIDataIncidentSettlement.com, via email at: BHIDataIncidentSettlement@atticusadmin.com, or mail them to:

BHI Energy Services Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

11. Who decides my Settlement claim and how do they do it?

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information may result in an invalid claim that will not be paid.

12. How do I exclude myself from the Settlement?

If you wish to Opt-Out of the Settlement Class, you must individually sign and timely submit written notice of such intent and send it by mail to the Claims Administrator by **February 12, 2025**.

To be effective, the written opt-out notice must include the following: (a) your name, address and email address; (b) your physical signature; (c) the name and number of this Litigation, *Meyers, et al. v. BHI Energy Services, LLC, et al.*, Lead Case No. 1:23-cv-12513-LTS (D. Mass); and (d) a statement that clearly manifests your wish to be excluded from the Settlement Class for purposes of this settlement.

You must mail your request postmarked by **February 12, 2025** to:

BHI Energy Services Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. You will also not be bound by the terms of the Settlement Agreement.

14. If I do not exclude myself, can I sue the Released Parties for the Data Incident later?

No. Unless you exclude yourself, you give up any right to sue the Released Persons for the claims that this Settlement resolves. You must timely exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting benefits from this Settlement.

15. How do I object to the Settlement?

If you do not request exclusion from the Settlement Class, you have the right to object to the Settlement or any part of it. The Court will consider your views and decide whether to approve or reject the Settlement. You cannot ask the Court to order a different settlement. If the Court denies approval, no settlement benefits will be sent out and the Lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Clerk of Court and a copy mailed to Class Counsel and BHI’s Counsel at the addresses listed below. Objections must be filed or postmarked no later than **February 12, 2025**.

Class Counsel	BHI’s Counsel
<p>William B. Federman FEDERMAN & SHERWOOD 10205 North Pennsylvania Ave. Oklahoma City, OK 73120</p> <p>A. Brooke Murphy MURPHY LAW FIRM 4116 Will Rogers Pkwy, Suite 700 Oklahoma City, OK 73108</p>	<p>Michael J. Stortz K&L GATES LLP Four Embarcadero Center, Ste. 1200 San Francisco, CA 94111</p> <p>Robert W. Sparkes, III K&L GATES LLP One Congress Street, Ste. 2900 Boston, MA 02114</p> <p>Wesley A. Prichard K&L GATES LLP 210 Sixth Avenue Pittsburgh, PA 15222</p>

To be considered by the Court, your objection must be filed timely and include: (a) a reference to this case, *Meyers, et al. v. BHI Energy Services, LLC, et al.*, Lead Case No. 1:23-cv-12513-LTS (D. Mass.), and the name of the presiding Judge, the Hon. Leo T. Sorokin; (b) the name, address, telephone number, and, if available, the email address of the Settlement Class Member or California Subclass Member objecting, and if represented by counsel, their counsel’s name, address, telephone number, email, and bar number; (c) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (d) a statement of whether they intend to appear at the Final Approval Hearing, either with or without counsel; (e) proof that the objector is a member of the Settlement Class or California Subclass (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); (f) a list of any other objections

submitted by the Settlement Class Member or California Subclass Member, or their counsel, to any class actions submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years; and (g) the Settlement Class Member or California Subclass Member's signature, even if the objection is submitted through counsel. If the Settlement Class Member, California Subclass Member, or their counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, they shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in paragraph 6.4 of the Settlement Agreement.

Court Approval of the Settlement

16. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **April 15, 2025 at 3:00 p.m.** at the U.S. District Court for the District of Massachusetts, John J. Moakley Courthouse, One Courthouse Way, Boston, MA 02210, to decide whether to approve the Settlement. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who properly requested to speak at the hearing. The Court may also consider Plaintiffs' request for Attorneys' Fees and Costs, and Plaintiffs' request for a Service Award for the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.BHIDataIncidentSettlement.com to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing. Class Counsel will represent the interests of the Settlement Class. If you object to the Settlement and wish to appear in person you are welcome to do so if your written objection was properly submitted pursuant to the instructions in Question 15. It is not necessary to appear in person to make an objection. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal or take time to resolve. We do not know how long this process may take.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or the Class Representatives, and the Litigation will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and BHI

20. Who represents the Settlement Class?

The Settlement Class is represented by:

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120

and

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid from the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own expense to advise you on this matter or represent you in making an objection or appearing at the Final Approval Hearing, if you so choose.

21. How will the lawyers for the Settlement Class be paid?

Class Counsel will request an award of Attorneys' Fees and reimbursement of costs and expenses. Class Counsel will move the Court for an award of their reasonable attorneys' fees incurred in the Action in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00), and reimbursement of litigation expenses of an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00).

Class Counsel will also seek approval from the Court for Service Award Payments of Two Thousand Five Hundred Dollars (\$2,500.00) to each Class Representative in recognition of his or her contributions to this Action.

BHI's obligation for all payments required to be made under the Settlement Agreement shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). If the Court awards the Class Counsel Fee Award and Costs and the Class Representative Service Award described above, these award(s) and the costs to administer the Settlement will be deducted from the \$1,500,000.00 Settlement Fund.

22. Who represents BHI in the Lawsuit?

BHI is represented by:

Michael J. Stortz
K&L GATES LLP
Four Embarcadero Center, Ste. 1200
San Francisco, CA 94111

Wesley A. Prichard
K&L GATES LLP
210 Sixth Avenue
Pittsburgh, PA 15222

Robert W. Sparkes, III
K&L GATES LLP
One Congress Street, Ste. 2900
Boston, MA 02114

For Further Information

23. What if I want further information or have questions?

For additional information, please visit www.BHIDataIncidentSettlement.com. You may also contact the Claims Administrator by mail, email or phone:

BHI Energy Services Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

BHIDataIncidentSettlement@atticusadmin.com
1-888-899-4261

**PLEASE DO NOT CONTACT THE COURT OR BHI'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**