

## **Notice of Class Action and Proposed Settlement**

**Our records indicate you may be eligible for compensation benefits from a class action settlement.**

**The Northern District of Texas, Dallas Division  
has preliminarily approved a class action settlement that may affect your legal rights.**

*A 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 Varsity Brands, Inc. Data Breach Litigation*, Case No. 3:24-cv-02633-B, pending in the Northern District of Texas, Dallas Division, before the Honorable Judge Jane J. Boyle.
- The Litigation arises out of a cybersecurity incident involving Varsity Brands, Inc.'s ("Varsity Brands" or "Defendant") network on or around May 22, 2024 (the "Data Incident"). On October 14, 2024, Varsity Brands made efforts to send Plaintiffs and other Class Members written notice of the Data Incident. In the written notices, Varsity Brands denies wrongdoing and liability in connection with the allegations in the Litigation.
- On December 16, 2025, the Court preliminarily approved this settlement (the "Settlement") and, by agreement of the parties to the Litigation (the "Parties"), certified this Litigation 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.VBDataIncidentSettlement.com](http://www.VBDataIncidentSettlement.com). This Notice contains only a summary of the Settlement Agreement.
- Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) Defendant and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this Settlement. A full copy of the Complaint may be reviewed at the Settlement Website at [www.VBDataIncidentSettlement.com](http://www.VBDataIncidentSettlement.com).
- If you are a Settlement Class Member, then you may be entitled to compensation and other 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 Litigation, the terms of the proposed Settlement, and your rights in connection with the Settlement. This is not a Litigation against you.
- Your legal rights related to this Litigation are affected whether you act or don't act. **Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LITIGATION <sup>1</sup>		
ACTION	EXPLANATION	DUE DATE
<b>DO NOTHING</b>	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court's judgment of dismissal and will release claims against Varsity Brands/Released Entities relating to the Data Incident.	No deadline
<b>SUBMIT A CLAIM FORM</b>	Settlement Class Members can choose to submit a Claim Form to receive Settlement Benefits. You must submit a Valid Claim to the Settlement Administrator to receive any benefits from this Settlement. For more information about submitting a Claim Form, see question 7.  You will be bound by the Court's judgment of dismissal and will release claims against Varsity Brands/Released Entities relating to the Data Incident.	April 15, 2026
<b>ASK TO BE EXCLUDED</b>	If you choose to exclude yourself (i.e., 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 Varsity Brands /Released Entities relating to the Incident.	March 16, 2026
<b>OBJECT</b>	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 the 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. If you file an objection and wish it to be considered, <b><u>you must also appear</u></b> at the Final Fairness Hearing, in-person or through counsel, to show cause as to why the proposed Settlement should not be approved as fair, reasonable, and adequate.  Class Members who submit objections to the Settlement are not excluded from the Settlement Class and may also submit a Claim Form to receive benefits under the Settlement. To receive Settlement Benefits, you must submit a Valid Claim. For more information about submitting a Claim Form, see question 7.	March 16, 2026

## BASIC INFORMATION

### 1. Why did I receive Notice of this Settlement?

You received Notice of this Settlement because records suggest that your personal identifiable information was involved in the Data Incident. If these records are correct, you are a Settlement Class Member and you may be entitled to receive Settlement Benefits if you submit a Valid Claim to the Settlement Administrator before the deadline, and if the Court grants final approval of the Settlement. You also have other options as described in this Notice.

<sup>1</sup> Note that the options listed here are not each mutually exclusive of one another. For example, as described above, you may both submit a Claim Form and object to the Settlement.

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

In a class action Litigation, one or more people called “Class Representatives” (in this case, Dean Huntley, Tony Le, and Wanetta London) sue on behalf of other people who have similar claims. The people together are a “Class.” The entity they sued (in this case, Varsity Brands) is called the “Defendant.” One court resolves the issues for every member of the “Class” who does not exclude himself/herself.

## **3. Why is this Litigation a class action?**

The Parties have agreed and the Court has preliminarily decided that this Litigation can proceed as a class action (for settlement purposes only) because it meets the requirements of applicable court rules. 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 Representatives will fairly and adequately represent the Settlement Class’s interests; and this class action will be more efficient than having many individual Litigations.

## **4. What is this Litigation about?**

Plaintiffs filed a class action lawsuit against Varsity Brands, individually, and on behalf of anyone whose personal information was potentially compromised as a result of the Incident. The lawsuit arises out of alleged unauthorized access of certain files of Varsity Brands that contained personal information (the “Litigation”). The Litigation is only against Varsity Brands and not the third parties who accessed the information.

Varsity Brands denies wrongdoing and liability in connection with the Litigation. 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 Varsity Brands and the Released Entities. The Settlement is not in any way an admission of wrongdoing or liability by Varsity Brands and does not imply that there has been, or would be, any finding that Varsity Brands 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 Litigation 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 terminated, and the Litigation 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?**

The Settlement Class includes all residents of the United States whose Private Information was potentially exposed in the Data Incident. The Settlement specifically excludes: (i) Defendant and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this Settlement. You will be considered a member of the Settlement Class unless you timely opt out of the Settlement (note that individuals who file objections will still be considered Settlement Class Members). If you are not sure whether you are included or have any other questions about the Settlement, visit [www.VBDDataIncidentSettlement.com](http://www.VBDDataIncidentSettlement.com), call toll free 1-800-270-4407, or write to Varsity Brands Data Breach Settlement; c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164.

## **6. What does the Settlement provide?**

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

## Cash Payment

- 1) **Cash Payment:** Settlement Class Members are eligible to receive a pro rata cash payment estimated at \$100 per person. This benefit does not require you to submit accompanying documentation other than your own information on the Claim Form.

## Expense Reimbursement

- 2) **Out-of-Pocket Losses:** Settlement Class Members are eligible for reimbursement for documented, unreimbursed out-of-pocket expenses that must be fairly traceable to the Data Incident, not to exceed an aggregate total of \$6,500 per Settlement Class Member, including but not limited to: (i) bank fees; (ii) long-distance telephone charges; (iii) cell phone charges (if charged by the minute); (iv) data charges (if charged by the amount of data used); (v) postage; (vi) gasoline for local travel; (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident (May 24, 2024) and the date of the close of the Claims Deadline; and (viii) losses resulting from fraud, identity theft, or similar victimization.

## Credit Monitoring

- 3) **Credit monitoring services:** You have the opportunity to receive two (2) years of credit monitoring and identity theft protection services at no cost to you upon submission of a timely, Valid Claim.

The amount of any monetary payment may be increased or decreased on a pro rata basis depending on the total amount of Approved Claims. More details can be found in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the Settlement 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 exclude himself or herself from the Class and who otherwise qualifies for payment pursuant to the terms of the Settlement Agreement.

**Remedial Measures:** The Settlement also provides remedial relief for all Settlement Class Members, regardless of whether you make a claim in the Settlement. Specifically, Varsity Brands has made certain systems or practice changes to mitigate the risk of similar data incidents in the future.

**Fees, Costs, and Expenses Associated with the Settlement:** As outlined in the Settlement Agreement, Plaintiffs and their attorneys agree to seek attorneys' fees in an amount not more than one-third of the Settlement Fund (*i.e.*, \$366,666.67) and litigation expense reimbursement in an amount not more than \$35,000, provided for in the Settlement Agreement, plus reasonable costs and expenses. Varsity Brands has agreed not to contest requests at or under these amounts.

### 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, then you must make a Valid Claim by April 15, 2026, consistent with the Settlement Agreement.

Claims can be filed online at [www.VBDataIncidentSettlement.com](http://www.VBDataIncidentSettlement.com) by April 15, 2026 or by mailing your Claim Form to the Settlement Administrator at Varsity Brands Data Breach Settlement; c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164. You may also contact the Settlement Administrator toll-free at 1-800-270-4407, or via email at [VBDataIncidentSettlement@atticusadmin.com](mailto:VBDataIncidentSettlement@atticusadmin.com), with any questions. Claims for distribution submitted after April 15, 2026 will not be paid.

## **8. How will I receive payments?**

The Settlement Administrator will issue a check to each Class Member entitled to compensation under the Settlement Agreement either within thirty (30) 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 monetary Settlement Benefits. All Settlement checks shall be void one hundred eighty (180) days after 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 Varsity Brands and the Released Entities for claims in this case, and you release the claims against Varsity Brands and Released Entities, as outlined in the Settlement Agreement.

## **10. Why would I ask to be excluded?**

You have the right to exclude yourself from (i.e., "opt out" of) the Settlement Class. If you exclude yourself, you will not be eligible to receive any compensation and/or benefits from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Litigation, and you will keep your right to sue Varsity Brands on your own for the claims that this Settlement resolves.

If you already have, or intend to file, your own Litigation against Varsity Brands about the same claims in this Litigation 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 litigation against Varsity Brands after you exclude yourself, you'll have to hire and pay your own lawyer for that litigation, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own Litigation against Varsity Brands, you should talk to your own lawyer.

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

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 Settlement Administrator and listed here: Varsity Brands Data Breach Settlement; c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164. The written notice must clearly state your intent to be excluded from the Settlement Class. All requests for exclusion must be submitted, signed, and mailed to the Settlement Administrator and postmarked no later than March 16, 2026. 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 object, you must file a written statement with the Clerk of the Court, containing the case name and docket number *In re Varsity Brands, Inc. Data Breach Litigation*, Case No. 3:24-cv-02633-B, no later than March 16, 2026, and simultaneously send copies to Settlement Class Counsel and

Defendant's Counsel at the addresses below. You must mail a copy of your objection to the following three places postmarked no later than March 16, 2026:

COURT	SETTLEMENT CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of Court Northern District of Texas Dallas Division 1100 Commerce St Dallas, TX 75242	William B. Federman <b>FEDERMAN &amp; SHERWOOD</b> 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120  A. Brooke Murphy <b>MURPHY LAW FIRM</b> 4116 Will Rogers Pkwy., Suite 700 Oklahoma City, OK 73108	Laura Lin <b>Simpson Thacher &amp; Bartlett LLP</b> 2475 Hanover Street Palo Alto, CA 94304

Your objection must include: (i) your full name, address, telephone number, and e-mail address (if any); (ii) the case name and docket number; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable and any supporting documents; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of your 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 you and/or your 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. You must submit a Claim Form to receive benefits.

Any attorney you may hire for the purpose of making an objection must file his or her entry of appearance on or before March 16, 2026. The entry of appearance shall be filed with the Clerk of the Court with a copy served upon Settlement Class Counsel and Defendant's Counsel.

Any Settlement Class Member who does not timely file and serve this written objection will not be permitted to raise an objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner described above will be deemed to have waived objections to the claim and will be foreclosed from raising any objections.

### THE LAWYERS REPRESENTING YOU

#### 13. Do I have a lawyer in this case?

For purposes of this Settlement, the Class Representatives and the Settlement Class are represented by Settlement Class Counsel. Settlement Class Counsel is comprised of William B. Federman of Federman & Sherwood and A. Brooke Murphy of Murphy Law Firm.

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 9 of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other Litigation against Varsity Brands 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 Settlement Administrator or viewing it online at [www.VBDataIncidentSettlement.com](http://www.VBDataIncidentSettlement.com).

## 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 May 13, 2026 at 10:00 a.m., in Courtroom #1516 of the Northern District of Texas, Dallas Division, 1100 Commerce Street, Dallas, TX 75242. 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 the amount of attorneys' fees, costs, and expenses to pay Settlement Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, Settlement Class Members will receive no benefits from the Settlement. Plaintiffs, Varsity Brands, 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 Plaintiffs and Varsity Brands 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. Settlement 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.VBDataIncidentSettlement.com](http://www.VBDataIncidentSettlement.com), request a copy via email to [VBDataIncidentSettlement@atticusadmin.com](mailto:VBDataIncidentSettlement@atticusadmin.com), or call the Settlement Administrator toll-free at 1-800-270-4407.

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