

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Superior Court for the state of California, County of Contra Costa
Michael Ray v. Simpson Strong-Tie Co., Inc., Case No. CV24-01022

IF YOU ARE AN INDIVIDUAL RESIDING IN THE UNITED STATES TO WHOM SIMPSON STRONG-TIE OR ITS AUTHORIZED REPRESENTATIVE SENT A NOTICE OF A DATA SECURITY INCIDENT DISCOVERED ON OR ABOUT OCTOBER 10, 2023, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A California state court authorized this Notice. You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached with Simpson Strong-Tie Co., Inc. (“Simpson Strong-Tie” or “Defendant”) in a class action lawsuit about a cyber-attack perpetrated on Simpson Strong-Tie beginning on or around October 9, 2023, and which Simpson Strong-Tie learned about on or around October 10, 2023.
- The lawsuit is captioned *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Case No. CV24-01022 (the “Litigation”), pending in the Superior Court of the state of California, County of Contra Costa. Simpson Strong-Tie denies each and all of the claims and contentions alleged against it and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Simpson Strong-Tie has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement as a Class Member as an individual residing in the United States to whom Defendant or its authorized representative sent notice of a Data Security Incident discovered on or about October 10, 2023, in which an unknown actor gained access to Simpson Strong-Tie’s systems and downloaded certain files from those systems which included the personal identifiable information of certain current and former Simpson Strong-Tie employees (the “Data Incident”).
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at https://SimpsonStrongTieDataSettlement.com or download the Claim Form from the Settlement Website and mail it to the Claims Administrator. You may also call or email the Claims Administrator to receive a paper copy of the Claim Form.	February 19, 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.	January 20, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Claims Administrator about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for payment.	January 20, 2026
DO NOTHING	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A state court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Superior Court of the State of California, County of Contra Costa is overseeing this class action. The lawsuit is captioned *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Case No. CV24-01022. The individual that filed this lawsuit is called the “Plaintiff” and the company that was sued, Simpson Strong-Tie Co., Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that Private Information was compromised by the Data Incident that Simpson Strong-Tie suffered in October 2023.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the

class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all class members, except for those who opt out from a settlement. In this Settlement, the Plaintiff / Class Representative is Michael Ray.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiff and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and to allow Class Members to receive payments from the Settlement. The Plaintiff and Class Counsel think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Class consists of all individuals residing in the United States to whom Defendant or its authorized representative sent notice of a Data Security Incident discovered on or about October 10, 2023.

6. Are there exceptions to being included?

Yes. The Class specifically excludes: (i) Simpson Strong-Tie and Simpson Strong-Tie’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Simpson Strong-Tie has a controlling interest; (ii) all individuals who make a timely election to be excluded from this settlement using the correct protocol for opting out; (iii) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members.

If you are not sure whether you are included in the Class, you can ask for free help by emailing or writing to Claims Administrator at:

Info@SimpsonStrongTieDataSettlement.com

Simpson Strong-Tie Data Incident Settlement, c/o Claims Administrator, P.O. Box 25226 Santa Ana, CA 92799.

You may also view the Settlement Agreement at <https://SimpsonStrongTieDataSettlement.com>.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Simpson Strong-Tie will pay for valid and timely claims submitted by Class Members, as outlined in section 8 below.

In addition, Plaintiff has received assurances that Simpson Strong-Tie has implemented or will implement certain reasonable steps to enhance the security deployed to secure access to its data network. Defendant estimates the cost or value of these enhancements will exceed \$957,000, and will include the following data security measures:

- Purchase and deploy Data Security Posture Management System
- Purchase and deploy Zero Trust Endpoint Detection Security application
- Increase phishing awareness training and testing

8. How much will my payment be?

Payments will vary - Class Members may submit a claim form for: (1) Expense and Lost-Time Reimbursement (not to exceed \$500 per Class Member); (2) Extraordinary Expense Reimbursement (not to exceed \$5,000 per claim, and only one claim per Class Member); and/or (3) Credit Monitoring – Class Members can enroll in credit monitoring services.

Expense and Lost-Time Reimbursement Claims must be supported with documentation for reimbursement of the following out-of-pocket ordinary losses incurred as a direct result of the Data Security Incident: (i) bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel, all of which must be fairly traceable to the Data Security Incident, and must not have previously been reimbursed by a third party; (vii) fees for credit reports; (viii) credit monitoring or other identity theft insurance products (purchased between October 9, 2023 and the date of the close of the Claims Period).

You may also receive compensation for attested-to unreimbursed lost time spent remediating issues related to the Data Incident at the rate of **twenty dollars (\$20.00) per hour for up to four (4) hours**. Supporting documentation is not required to receive compensation for lost time. However, you must indicate on the claim form the approximate number of hours that you spent and provide a brief description of what you spent the time doing.

Extraordinary Expense Reimbursement Claims are only available to a Settlement Class Member who was a victim of actual documented identity theft and the claim must be supported with documentation for monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss directly arising from identity theft perpetrated on or against the Settlement Class Member; (b) the loss was fairly traceable to the Data Incident; (c) the loss occurred during the period from October 9, 2023, to before the close of the Claims Period; (d) the loss is not an amount already covered by the “Compensation for Ordinary Losses” category; 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.

Credit Monitoring Services

Class Members are eligible to receive two (2) years of three-bureau identity-theft protection and credit monitoring, including credit monitoring alerts, identity restoration and recovery services, and identity theft insurance for up to \$1,000,000 in losses with no deductible. Class Members who submit a valid claim for this benefit will be sent codes to activate this benefit following the Effective Date of the Settlement.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at <https://SimpsonStrongTieDataSettlement.com>.

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You may file a claim if you are a Class Member.

Claim Forms may be submitted online at <https://SimpsonStrongTieDataSettlement.com> or printed from the website and mailed to the Claims Administrator at: *Simpson Strong-Tie Data Breach Settlement*, c/o Claims Administrator, P.O. Box 25226, Santa Ana, CA 92799.

You may also contact the Claims Administrator to request a Claim Form by telephone 1-833-417-4942, by email Info@SimpsonStrongTieDataSettlement.com, or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **February 19, 2026**. If submitting a Claim Form online, you must do so by **February 19, 2026**.

12. When will I get my payment?

The Court will hold a final approval hearing on March 26, 2026, at 9:00 a.m. to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Class Counsel for representing the Class, and whether to award a Service Award to the Class Representative who brought this lawsuit on behalf of the Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as

soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed M. Anderson Berry and Gregory Haroutunian of **Emery Reddy, PC** to represent you and the Class. You will not be charged directly for these lawyers; instead, they will receive compensation from Simpson Strong-Tie (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel has agreed to request, and Simpson Strong-Tie has agreed to pay, subject to Court approval, the amount of \$240,000.00 for attorneys' fees and costs and expenses.

Class Counsel will also seek a service award payment in the amount of \$2,000, subject to Court approval, for the Class Representative in recognition of his contributions to this lawsuit.

Court-approved attorneys' fees, costs and expenses, and the service award to the Class Representative will be paid separately by Simpson Strong-Tie and will not affect Class Member payments.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Class. This is called "opting out" of the Settlement. The deadline for requesting exclusion from the Settlement is **January 20, 2026**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- the case name and docket number: *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Contra Costa Superior Court, Case No. CV24-01022
- your full name;

- current address;
- personal signature; and
- the words “Request for Exclusion” or a comparable clear and concise statement that the individual does not wish to participate in the Settlement.

Your request for exclusion must be mailed to the Claims Administrator at the address below, postmarked no later than **January 20, 2026**.

Simpson Strong-Tie Data Breach Settlement
 ATTN: Exclusion Request
 P.O. Box 25226
 Santa Ana, CA 92799

If you exclude yourself, you are stating to the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

An objection must contain: (i) the objector’s full name, address, telephone number, and email address (if any); (ii) the case name and docket number, *Michael Ray v. Simpson Strong-Tie Co., Inc.*, Contra Costa Superior Court, Case No. CV24-01022; (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a 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 all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally 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.

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 Claims Administrator.

Any Class Member who does not submit a timely and adequate objection in accordance with above specifications waives the right to object other than by asking the Court to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

Objections must be mailed with a postmark date no later than **January 20, 2026** to:

Class Counsel	Simpson Strong-Tie's Counsel
M. Anderson Berry EMERY REDDY, PC 600 Stewart Street, Suite 1100 Seattle, WA 98101	Jon Kardassakis LEWIS BRISBOIS BISGAARD & SMITH, LLP 633 W. 5 th Street, Suite 4000 Los Angeles, CA 90071

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on **March 26, 2026 at 9:00 a.m. P.T.**, at the Contra Costa County Courthouse, 725 Court Street, Martinez, CA 94553, Department 39, to decide whether to approve the Settlement, how much attorneys' fees and costs and expenses to award to Class Counsel for representing the Class, and whether to award a Service Award to the Class Representative who brought this lawsuit on behalf of the Class. If you are a Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check <https://SimpsonStrongTieDataSettlement.com> for updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was transmitted to the Claims Administrator on time.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. 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 the Settlement Website, **<https://SimpsonStrongTieDataSettlement.com>**.

If you have additional questions, you may contact the Claims Administrator by email, phone, or mail:

Email: Info@SimpsonStrongTieDataSettlement.com

Toll-Free: 1-833-417-4942

Mail: Simpson Strong-Tie Data Incident Settlement, c/o Claims Administrator, P.O. Box 25226, Santa Ana, CA 92799.

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Superior Court for the State of California, County of Contra Costa.

PLEASE DO NOT CONTACT THE COURT OR SIMPSON STRONG-TIE.