

If your Personal Information was involved in the Data Incident involving Word & Brown Insurance Administrators on or around October 23, 2024, you may be entitled to a cash payment.

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

- A settlement has been reached in a class action lawsuit filed against Word & Brown Insurance Administrators, Inc. (“WBIA” or “Defendant”) related to a data security incident. The lawsuit, *Goodwin v. Word & Brown Insurance Administrators, Inc.*, alleges that, on or about October 23, 2024, WBIA discovered unauthorized access to its computer systems by a third party (the “Data Incident”). This incident may have involved unauthorized access to personal identifiable information (“PII”) of certain individuals.
- You are a member of the Settlement Class if you are a living individual residing in the United States whose personal information was impacted in the Data Incident.
- All Settlement Class Members may be eligible to receive credit monitoring services and either (a) **payment for documented losses up to \$1,500** or (b) **a Cash Payment up to \$45**, subject to a pro rata adjustment based upon the total number of valid claims.

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

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a cash payment and/or credit monitoring services.	Online or Postmarked by February 19, 2026
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own individual lawsuit against Defendant for the same claims resolved by this Settlement.	Postmarked by January 20, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND THE HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on January 7, 2026, about the fairness of the Settlement, with or without your own attorney.	Postmarked by January 20, 2026
DO NOTHING	Get no payment or credit monitoring and be bound by the terms of the 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. Payments will be made if the Court approves the Settlement after any appeals are resolved.

BASIC INFORMATION

1. Why did I get this notice?

A state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of 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.

The Superior Court of the State of California, County of Sonoma is overseeing this class action. The case is known as *Goodwin v. Word & Brown Insurance Administrators, Inc.*, Case No. 25CV04934 (the “Litigation”). The individuals who filed this Litigation are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Word & Brown Insurance Administrators, Inc., is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this Litigation against Defendant, individually, and seeking to act on behalf of individuals of Defendant whose PII was potentially impacted in the Data Incident.

Plaintiffs allege on or around October 23, 2024, as a result of the Data Incident, there was unauthorized accessibility of their PII. Plaintiffs brought this Litigation against Defendant.

Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the Litigation.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who they allege have similar legal claims. Together, after certification by a court, 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 (opt out) from the class.

The Class Representative in this Litigation is Daniel Goodwin.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits, including compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

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 are a living individual residing in the United States whose PII was potentially impacted in the Data Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

7. What should I do if I am not sure whether I am included?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.WBIASettlement.com or call the Settlement Administrator's toll-free number at 1-888-453-0495.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement Provide?

Defendants have agreed to pay up to a total of \$330,000 to cover Settlement Class Member payments, credit monitoring services, notice and administration costs, service awards, and Court-approved attorneys' fees and costs.

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

Reimbursement of Out-of-Pocket Losses: You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$1,500 per person if: a) the loss is an actual, documented, and unreimbursed monetary loss caused by (1) injurious misuse of the Settlement Class Member's PII or (2) fraud associated with the Settlement Class Member's PII; (b) the loss was substantially more likely than not caused by the Data Incident; and (c) the loss occurred during the period from October 1, 2024, through and including seven days after the Court approved notice of settlement is sent to the Settlement Class.

Credit Monitoring Services: In addition to electing Out of Pocket Losses, you may submit a timely and valid Claim Form for two (2) years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance. Instructions for enrollment will be provided once the Settlement is approved.

Alternative Cash Payment: As an alternative to filing a claim for Out-of-Pocket Losses and Credit Monitoring Services, you may submit a timely and valid Claim Form for an Alternative Cash Payment of \$45, which will be subject to a pro rata decrease.

9. What am I giving up if I stay in the Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other Litigation against the 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?

Section 5 of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.WBIASettlement.com. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How can I make a claim?

You must submit a timely and valid Claim Form as described in Question 8. Your Claim Form must be submitted online at www.WBIASettlement.com by **February 19, 2026**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **February 19, 2026**. You will need your name, address, telephone number, and email address, if applicable, and unique ID provided in the Postcard Notice sent to you, to file a Claim Form.

You may also download a paper version of Claim Form from the Settlement Website, www.WBIASettlement.com or request a Claim Form be mailed to you by writing to:

Goodwin v. Word & Brown Insurance Administrators, Inc.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
WBIASettlement@cptgroup.com

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

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

Goodwin v. Word & Brown Insurance Administrators, Inc.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
WBIASettlement@cptgroup.com

13. When will I receive my Cash Payment and Credit Monitor Services?

If you file a timely and valid Claim Form, the Cash Payments and Credit Monitoring Services will be provided by the Settlement 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.WBIASettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, 402 W. Broadway, Suite 1760, San Diego, CA 92101 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees and costs of up to \$110,000. Class Counsel will also ask the Court to approve Service Award for the Class Representative of up to \$1,500 for his efforts in achieving the Settlement. If awarded by the Court, the attorneys' fees and costs, and the Service Award will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the attorneys' fees and costs and the Service Award will be made available on the Settlement Website at www.WBIASettlement.com.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to individually sue or continue to sue the Released Parties on your own based about the legal claims 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.

17. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class.

The exclusion request must be postmarked and mailed to the Settlement Administrator at the following address by January 20, 2026:

Goodwin v. Word & Brown Insurance Administrators, Inc.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623

You cannot opt out (exclude yourself) by telephone or by email.

18. What happens if I opt out?

If you timely opt-out, you will not be entitled to receive a Cash Payment or Credit Monitoring Services, but you will not be bound by the Settlement or any judgment in this Litigation. You can only get the settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

19. If I do not opt out, can I sue Defendant for the same thing later?

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

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I object to the Settlement?

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below and postmarked no later than **January 20, 2026**, to Class Counsel, Defendant's Counsel, and the Settlement Administrator stating you object to the Settlement.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) The case name and docket number, *Goodwin v. Word & Brown Insurance Administrators, Inc.*, Case No. 25CV04934.
- 3) Proof that you are a Settlement Class Member (e.g., copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member)
- 4) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 5) The identity of all counsel representing the objector in connection with the objection;
- 6) A statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and
- 7) Your signature as the objector or the signature of the objector's duly authorized attorney or other duly authorized representative

To be timely, written notice of an objection including all of the information above must be filed with the Court in person at the Courthouse and sent by mail to Class Counsel, Defendant's Counsel and the Settlement Administrator by **January 20, 2026**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Superior Court of the State of California, County of Sonoma 3035 Cleveland Avenue, Suite 200 Santa Rosa, CA 95403	John J. Nelson Milberg Coleman Bryson Phillips Grossman, PLLC 402 W. Broadway, Suite 1760 San Diego, CA 92101	James W. Davidson O'Hagan Meyer One East Wacker Drive, Suite 3400 Chicago, IL 60601	<i>Goodwin v. Word & Brown Insurance Administrators, Inc.</i> c/o CPT Group, Inc. PO Box 19504 Irvine, CA 92623

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the Litigation.

21. What is the difference between objecting and opting out?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **January 7, 2026, at 3:00 p.m.** before the Honorable Jane Gaskell at the Empire College Annex, 3035 Cleveland Avenue, Suite 200—Courtroom 17, Santa Rosa, CA 95403. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel’s application for the attorneys’ fees and costs, and the Service Award to the Class Representative.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.WBIASettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

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

IF I DO NOTHING

25. 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, and you will give up rights explained in the “Opting Out 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 any of the Released Parties about the legal issues in this Litigation that are released by the Settlement relating to the Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.WBIASettlement.com. You may get additional information at www.WBIASettlement.com, by calling 1-888-453-0495, or by writing to:

Goodwin v. Word & Brown Insurance Administrators, Inc.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
WBIASettlement@cptgroup.com

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