

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Christine Borovoy v. Squishable.com, Inc., Case No. 1:23-cv-03660-PAC

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

If You Were Subject to the Squishable.com Data Incident and Previously Received a Notice Letter Notifying You of the Data Incident, You Could be Eligible for a Payment from a Class Action Settlement.

- You may be eligible to receive a payment from a proposed \$500,000 maximum class action settlement.
- The class action lawsuit concerns the data security incident that occurred from May 26, 2022 to October 12, 2022, involving Squishable.com, Inc. (“Squishable” or “Defendant”) in which it was determined that an unauthorized third party gained access to certain of Defendant’s files containing the sensitive Personal Information of customers and website visitors (the “Data Incident”). Defendant denies any wrongdoing and denies that Defendant has any liability but has agreed to settle the lawsuit on a class-wide basis.
- To be eligible to make a claim, you must have received a Notice Letter of the Data Incident.
- Claimants under the Settlement Agreement will be eligible to receive:
 - ❖ **Compensation of up to \$200 (including up to \$60 consisting of 4 hours at \$15 per hour) for ordinary losses and time spent dealing with the Data Incident;**
 - ❖ **Compensation for extraordinary losses and incidents of actual identity theft and verified fraud of up to \$2,500, with supporting documentation; and**
 - ❖ **Compensation of up to \$100 for eligible California residents.**
- For more information or to submit a claim, visit www.onlinetoydatabreachsettlement.com or call 1-877-536-0570 Monday through Saturday, between 8:30 a.m. and 5:00 p.m. Eastern Time.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive payment.	Submitted or Postmarked on or Before November 19, 2024.
Exclude Yourself By Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for claims arising out of the Data Incident.	Submitted or Postmarked on or Before November 19, 2024.
Object to the Settlement and, if you wish, Attend the Fairness Hearing	You must write to the Court, the parties’ counsel, and the Claims Administrator about why you object to the Settlement. The Court cannot order a different Settlement. If you file a timely objection, you can also ask to speak to the Court at the Final Approval Hearing on February 6, 2025 about the fairness of the Settlement, with or without your own attorney.	Submitted or Postmarked on or Before November 19, 2024.
Do Nothing	Receive no payment. Give up rights if you are a Class Member.	No Deadline.

- Your rights and options as a Class Member—and the deadlines to exercise your rights—are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information..... 2

Who is in the Settlement?..... 3

The Settlement Benefits—What You Get if You Qualify..... 3

How Do You Submit a Claim?..... 5

What Does Defendant Get?..... 5

Excluding Yourself from the Settlement..... 5

Objecting to the Settlement..... 6

The Lawyers Representing You 7

The Court’s Fairness Hearing 8

If You Do Nothing..... 8

Getting More Information 8

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Paul A. Crotty of the United States District Court for the Southern District of New York is presiding over this case captioned as *Christine Borovoy v. Squishable.com, Inc.*, Case No. 1:23-cv-03660-PAC. The person who brought the lawsuit is called the Plaintiff. The company being sued, Squishable.com (“Squishable”), is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Data Incident and asserts claims such as: (i) negligence; (ii) unjust enrichment; (iii) breach of express contract; (iv) breach of implied contract; (v) invasion of privacy; and (vi) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act. Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability on these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Class (“Class Members”). The “Class Representative” appointed to represent the Class, and the attorneys for the Class (“Class Counsel,” see Question 18) think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a member of the Class if your Private Information was compromised in connection with the Data Incident and you were provided a notification by or on behalf of the Defendant regarding the Data Incident.

Only Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Class are all Persons who timely and validly request exclusion from the Class, the Judge assigned to evaluate the fairness of this Settlement, and any Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-877-536-0570 with questions. You may also write with questions to:

Borovoy v. Squishable.com Claims Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132
admin@onlinetovdatabreachsettlement.com

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$500,000: (a) \$15 per hour for up to four (4) hours of lost time (up to a total of \$60), with an attestation that the time claimed was actually spent as a result of the Data Incident, plus documented ordinary losses reasonably traceable to the Data Incident (with such claimed lost time and ordinary losses, together, not to exceed \$200); (b) up to \$2,500 per person for verified and documented extraordinary losses/actual identity theft expenses that you incurred that are reasonably traceable to the Data Incident; (c) Class Members who were residents of the State of California at the time of the Data Incident are eligible for an additional benefit of \$100 upon submitting a claim and attesting that they were a California resident at the time of the Data Incident; (d) attorneys’ fees and costs; (e) Service Award; and (f) costs of notification and settlement administration.

The Settlement benefits are also subject to pro rata reduction as needed in the event that the total claims plus attorneys’ fees and expenses (see Question 19), plus Service Award plus the costs of notifying the Class and administering the Settlement exceed the \$500,000 cap on payments to be made by Defendant. Payment of attorneys’ fees and expenses (see Question 19), the Service Award and the costs of notifying the Class and administering the Settlement will be paid by Defendant subject to the overall cap of \$500,000 for the Settlement as a whole.

Also, as part of the Settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

8. What payments are available for reimbursement under the Settlement?

Class Members who submit a claim are eligible to receive:

- a) Reimbursement of actual, documented, unreimbursed ordinary losses resulting from the Data Incident including time spent addressing issues related to the Data Incident (up to \$200 in total), such as:
 - Unreimbursed fees or other charges from your bank or credit card company incurred as a result of the Data Incident;
 - Unreimbursed fees relating to your account being frozen or unavailable incurred as a result of the Data Incident;
 - Unreimbursed fees or other charges relating to the reissuance of your credit or debit card incurred as a result of the Data Incident; and
 - Other unreimbursed incidental telephone, internet, mileage, or postage expenses directly related to and incurred as a result of the Data Incident.
 - Professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
 - Costs associated with freezing or unfreezing credit with any credit reporting agency;
 - Credit monitoring costs that were incurred on or after October 12, 2022, that you attest under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and
 - Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.
- b) Compensation for verified and documented instances of fraud (up to the amount of \$2,500 in total), such as:
 - Unreimbursed losses relating to actual fraud or identity theft as a result of the Data Incident;
 - Professional fees including attorneys' fees, accountants' fees, and fees for credit repair services in connection with actual fraud or identity theft as a result of the Data Incident; and
 - Other expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges in connection with actual fraud or identity theft as a result of the Data Incident.
- c) Compensation of up to \$100 for eligible California residents.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at or by calling www.onlinetoydatabreachsettlement.com or 1-877-536-0570. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

The Claims Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Claims Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a hearing on **February 6, 2025 at 2:00 p.m. Eastern Time** to decide whether to approve the Settlement. The date, time, and manner of this hearing may be changed by further order of the Court. Accordingly, please check the website for the most recent information concerning this hearing. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Class Member and you will give up your right to sue Defendant and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Data Incident. This release is described in the Settlement Agreement, which is available at www.onlinetoydatabreachsettlement.com. If you have any questions, you can talk to the law firms listed in Question 18 for free, or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Class. This is sometimes referred to as “opting out” of the Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the 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 to ask for any benefit under the Settlement.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that states you want to be excluded from the Settlement in *Christine Borovoy v. Squishable.com, Inc.*, Case No. 1:23-cv-03660-PAC. The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by **November 19, 2024**, to:

Borovoy v. Squishable.com Claims Administrator
Attn: Exclusion Request
P.O. Box 301132
Los Angeles, CA 90030-1132

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change the terms. To object, you must file your objection with the Clerk of the Court and mail your objection to Class Counsel, Defendant’s counsel, and the Claims Administrator, postmarked by **no later** than the objection deadline, **November 19, 2024**. The mailing addresses are listed below:

Court	Claims Administrator
Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007—1312	<i>Borovoy v. Squishable.com</i> Claims Administrator Attn: Objection P.O. Box 301132 Los Angeles, CA 90030-1132
Class Counsel	Defendant’s Counsel
Kiley Grombacher Bradley/Grombacher LLP 31365 Oak Crest Drive Suite 240 Westlake Village, CA 91361 and Mason A. Barney, Esq. Siri Glimstad LLP 745 Fifth Avenue, Suite 500 New York, NY 10151	John C. Cleary Polsinelli PC 600 Third Avenue, 42 nd Floor New York, NY 10016

Your objection must be written and must include all of the following: (i) your full name and address as the objector; (ii) the case name and docket number, *Christine Borovoy v. Squishable.com, Inc.*, Case No. 1:23-cv-03660-PAC; (iii) information identifying you as a Class Member, including proof that you are a member of the Class; (iv) a written statement of all grounds for the objection, accompanied by any and all legal support for the objection the objector believes is applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will 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 (if any) representing him/her in connection with the objection.

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Kiley Grombacher of Bradley/Grombacher LLP and Mason Barney of Siri & Glimstad LLP as Class Counsel to represent the Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees plus litigation expenses. Defendant has agreed not to contest any award of attorneys' fees and expenses up to \$80,000, but may contest amounts above \$80,000. Upon approval by the Court, any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a service award of up to \$1,500 for the Class Representative.

Any award for attorneys' fees and expenses for Class Counsel, and for a service award to the Class Representative, must be approved by the Court. The Court may award less than the amounts requested. Any approved payment for Attorneys' Fees and Expenses and a Service Award will be subject to the agreed and approved overall \$500,000 cap on payments to be made by Squishable. Class Counsel's papers in support of final approval of the Settlement will be filed no later than January 23, 2025 and their application for attorneys' fees, costs and expenses, and service award will be filed no later than November 5, 2024 and will be posted on the Settlement Website.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Approval Hearing at 2:00 p.m. Eastern Time on February 6, 2025, in Courtroom 14C at the U.S. Courthouse, 500 Pearl Street, New York, NY 10007, or by remote or virtual means, or an alternative date and time as may be ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service award for the Class Representative. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking www.onlinetoydatabreachsettlement.com or calling 1-877-536-0570.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to attend the Court hearing to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a timely objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel and Defendant's Counsel, postmarked no later than November 19, 2024.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are available in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.onlinetoydatabreachsettlement.com. You may also call the Claims Administrator with questions or to get a Claim Form at 1-877-536-0570.