

NOTICE OF CLASS ACTION SETTLEMENT

If Your Personal Information Was Compromised In The Data Security Incident Discovered By Elyria Foundry Holdings, LLC In June 2024, You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement.

A court authorized this Notice.

This notice summarizes the Settlement reached in a lawsuit entitled *McClintock et al. v. Elyria Foundry Holdings, LLC*, Case No. 24-cv-214017, pending in the Court of Common Pleas of Lorain County, Ohio (the “Action”). For the precise terms of the Settlement, please see the Settlement Agreement available at www.ElyriaDataSecurityIncident.com or by contacting the Settlement Administrator at 1-855-632-3453.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Notice explains the nature of the lawsuit and claims being settled, your legal rights,
and the benefits to the Settlement Class.**

This notice may affect your rights – please read it carefully.

- A Settlement has been reached in a class action lawsuit filed against Elyria Foundry Holdings, LLC (the “Defendant” or “Elyria”) regarding the recent data security incident and data breach compromising the personally identifiable information (“PII”) of Elyria’s current and former employees (and their spouses and dependents).
- Class Members are eligible to receive the following relief: (1) up to \$400 in reimbursement for documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (2) up to 4 hours of Lost Time at \$20.00/hour of time spent mitigating the effects of the Data Incident; (3) up to \$5,000 in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (4) two-years of one-bureau credit monitoring with at least \$1,000,000.00 in fraud insurance; or (5) \$60 Cash Payment as an alternative to all the other benefits. To receive any of these benefits, Class Members must submit a timely and valid Claim Form.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is JANUARY 27, 2026 .
EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”	This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against Elyria. You will receive no payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is DECEMBER 29, 2025 .
OBJECT TO THE SETTLEMENT	You may write to the Court, with a copy to Class Counsel and Defendant’s Counsel, about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the procedures stated in the Settlement Agreement. The deadline to object to the Settlement is DECEMBER 29, 2025 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on FEBRUARY 17, 2026 at 10:00 a.m. EST .
DO NOTHING	If you do nothing you will not receive any payment or the free Credit Monitoring Services. You will have no right to sue Elyria later for the claims released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at **www.ElyriaDataSecurityIncident.com**.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

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BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Elyria. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment and free Credit Monitoring Services as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Colton McClintock, Tanner Wolcott, and Alicia Wolcott (together “Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of Settlement Class Members (defined below) brought a lawsuit against Elyria Foundry Holdings LLC (“Defendant” or “Elyria”), in the case of *McClintock et al. v. Elyria Foundry Holdings, LLC*, Case No. 24-cv-214017, pending in the Court of Common Pleas of Lorain County, Ohio (the “Action”). Elyria and Plaintiffs are collectively referred to herein as the “Parties.”

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Class is defined as:

All individuals residing in the United States whose Personal Information was compromised in the Data Security Incident discovered by Elyria in June 2024, including those individuals who received notice of the breach.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs allege that in June 2024, Elyria was the victim of a cyber-attack that resulted in a data breach of certain data on its network and exposed the personally identifiable information (“PII”) of Elyria’s current and former employees (and their spouses and dependents). Elyria denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. The Court has not determined whether Plaintiffs or Elyria are correct. More information about the Class Action Complaint filed in the Lawsuit can be found on the Settlement Website at www.ElyriaDataSecurityIncident.com.

4. Why is there a Settlement?

Following prolonged and extensive arms-length negotiations, the Parties negotiated a Settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Lawsuit, including all claims Plaintiffs and the Settlement Class Members have or may have had against Elyria and related persons and entities. The Parties agreed to this Settlement, and dismissal of the Lawsuit under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representatives and Class Counsel, attorneys for the Class Members, believe the terms of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of any wrongdoing by Elyria nor that the Lawsuit is without merit.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

This Lawsuit involves personally identifiable information (“PII”) stored by Elyria that was potentially compromised by unauthorized entities in a cyberattack against Elyria’s computer network, and which Elyria detected in June 2024 (“Data Incident”). Current and former employees of Elyria, including their spouses and dependents, whose Private Information was stored on Elyria’s computer system and potentially compromised in the Data Incident will be affected by the Settlement. Specifically, members of the Settlement Class will be affected.

The Settlement Class Representatives and Elyria will ask the Court to certify a Settlement Class defined as “all individuals residing in the United States whose Personal Information was compromised in the Data Security Incident discovered by Elyria in June 2024, including those individuals who received notice of the breach.” Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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 Security Incident or who pleads nolo contendere to any such charge.

THE SETTLEMENT BENEFITS

6. What benefits does the Settlement provide?

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

Credit Monitoring: All Settlement Class Members are eligible for two (2) years of one-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim. Settlement Class Members cannot receive both the Alternative Cash Payment and Credit Monitoring.

Documented Ordinary Loss Reimbursement: All Settlement Class Members are eligible for reimbursement of Ordinary Losses, not to exceed \$400 per Settlement Class Member, with supporting third-party documentation for out-of-pocket expenses actually incurred because of the Data Security Incident and which have not already been reimbursed by a third party or other source. Eligible Ordinary Loss expenses include costs for fraud or identity protection, professional fees, credit repair services, and other expenses, so long as the costs were incurred between June 24, 2024, and the date of the Preliminary Approval Order. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Ordinary Loss claim. This can include receipts or other documentation, not “self-prepared” by the claimant, that show the costs incurred.

Lost Time Reimbursement: All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time at a rate of \$20.00 per hour (for a maximum total of \$80) for time actually spent responding to issues raised by the Data Security Incident if at least one full hour was spent dealing with the Data Security Incident. To receive this benefit, Settlement Class Members must submit a valid Claim Form and attest under penalty of perjury that the Lost Time was spent responding to the Data Incident.

Documented Extraordinary Loss Reimbursement: All Settlement Class Members are eligible for reimbursement of Extraordinary Losses, not to exceed \$5,000 per Settlement Class Member, with supporting third-party documentation provided that (1) the loss is an actual, unreimbursed monetary loss arising from identity theft, fraud, or similar misuse, supported by third-party documentation; (2) the loss from identity theft, fraud, or misuse was more likely than not caused by the Data Security Incident; (3) the actual identity theft, misuse, or fraud loss is not already covered by one or more of the other reimbursement categories; (4) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (5) the actual misuse or fraud loss occurred between June 24, 2024, and the close of the Claims Period. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Extraordinary Loss claim. This can include receipts or other documentation, not “self-prepared” by the claimant, that show the costs incurred.

Alternative Cash Payment: All Settlement Class Members are eligible to receive a cash payment of \$60 as an alternative to claiming any other Settlement Benefit. If a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses, and cannot claim credit monitoring. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at www.ElyriaDataSecurityIncident.com or by USPS mail. Claim Forms are available through the Settlement Website at www.ElyriaDataSecurityIncident.com, or Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Notice ID Number, you must include it on your Claim Form. All Claim Forms must be received online or postmarked on or before **JANUARY 27, 2026**.

8. When will I get my payment?

The Final Approval Hearing is when the Court considers the fairness of the Settlement. It is scheduled for **February 17, 2026, at 10:00 a.m. EST**. If the Court approves the Settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the Effective Date.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Cassandra P. Miller of Strauss Borrelli PLLC and Leigh Montgomery of Ellzey, Kherkher, Sanford & Montgomery LLP as “Class Counsel.”

Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. These firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses not to exceed \$193,000.00, which will be paid by Defendant. Class Counsel will also request Service Award Payments, not to exceed \$3,000 per Class Representative, to be paid by Defendant. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representatives. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

Suppose you do not exclude yourself from this Settlement. In that case, you will not be able to sue Elyria or any of the Released Parties about the Claims in the Settlement and you will be bound by all decisions made by the Court in this case and the terms of the Settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at www.ElyriaDataSecurityIncident.com for full details. However, you may exclude yourself from this Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by the Settlement Agreement, including, the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

“Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors,

successors, assigns, officers, directors, employees, owners, members, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees, and assigns.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at www.ElyriaDataSecurityIncident.com or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can, talk to your own lawyer at your own expense.

12. What happens if I do nothing at all?

If you do nothing, you will not receive any payment or free Credit Monitoring Services under the Settlement. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Elyria or the Released Parties for any of the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded from the Settlement?

If you exclude yourself from the Settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's orders and judgments related to the Class and Elyria in this Lawsuit or the terms of the Settlement Agreement, including the Release.

14. How do I opt-out of the Settlement?

You can opt-out of the Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. You must submit a document that includes the name of the proceeding, your full name, current address, personal and original signature, and the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the Settlement Agreement will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. You must submit your written Request for Exclusion to the Settlement Administrator by mail postmarked no later than **DECEMBER 29, 2025**, to the following address:

Elyria Data Settlement
Settlement Administrator
ATTN: Exclusions
PO Box 2005
Chanhassen, MN 55317-2005

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Elyria for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Elyria or the Released Parties for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any Settlement payment or free Credit Monitoring Services.

17. How do I object to the Settlement?

If you do not exclude yourself from the Class, you can object to the Settlement if you do not agree with any part of it. You can also object to Class Counsel's request for attorneys' fees, costs, and a service award for the Plaintiffs. Even if you

object to the Settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the Settlement.

To object, you must file a written notice with the Court in *McClintock et al. v. Elyria Foundry Holdings, LLC*, Case No. 24-cv-214017, Court of Common Pleas of Lorain County, Ohio by **DECEMBER 29, 2025**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Clerk of the Court, at the following address:

Clerk of the Court
225 Court Street
Elyria, OH 44035

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

Your objection must be in writing and include the case name, *McClintock et al. v. Elyria Foundry Holdings, LLC*, Case No. 24-cv-214017, Court of Common Pleas of Lorain County, Ohio. Your written objection must include (i) the name of the proceedings; (ii) your full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing you; (v) a statement regarding whether you (or your attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years; and, (vii) your personal and original signature or your attorney's personal and original signature.

In addition to filing your objection with the Court, you must also send a copy of the written objection to the Settlement Administrator at the address below, postmarked no later than **December 29, 2025**:

Elyria Data Settlement
c/o Settlement Administrator
ATTN: Objections
PO Box 2005
Chanhassen, MN 55317-2005

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting means that you are telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don't want to be part of the Class. If you exclude yourself, you have no basis to object.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court have the Final Approval Hearing to determine the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **February 17, 2026, at 10:00 a.m. EST** in Lorain County Court of Common Pleas, Civil Division, Room 602, 225 Court Street, Elyria, Ohio 44035. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and Service Award payments to the Settlement Class Representatives.

Note: The date, time, and location (e.g., from in person to zoom) of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, www.ElyriaDataSecurityIncident.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at **www.ElyriaDataSecurityIncident.com**.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE
AT WWW.ELYRIADATASECURITYINCIDENT.COM,
BY CALLING TOLL-FREE AT 1-855-632-3453, OR WRITING TO:

Elyria Data Settlement
c/o Settlement Administrator
PO Box 2005
Chanhassen, MN 55317-2005

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE,
OR ELYRIA WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**