

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All customers of Revival Animal Health, Inc. (“Revival”), a merchant that uses CommerceV3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, who were notified by Revival that their name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”)

A proposed Settlement has been reached in the class-action lawsuit styled *Robert Morris v. CommerceV3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Plaintiff in the Action asserted claims against CV3 arising out of the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY SEPTEMBER 26, 2025	You must submit a valid claim form to receive reimbursement for unreimbursed expenses and losses.
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY SEPTEMBER 1, 2025	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY SEPTEMBER 1, 2025	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

¹ The “Released Parties,” are CommerceV3, Inc., and its parents, subsidiaries, predecessors, shareholders, members, merchants, vendors, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives.

Please review this notice carefully. You can learn more about the Settlement by visiting www.CV3Settlement.com or by calling 1-844-979-7301.

Further Information about this Notice and the Action

1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement in the Action. The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Action about?

The Action is a proposed class-action lawsuit against CV3 brought on behalf of all persons whom were sent written notice by Revival that their Personal Information was potentially compromised as a result of the Data Incident.

3. Why is the Action a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There is one Plaintiff (or Representative Plaintiff) in this case: Robert Morris.

4. Why is there a Settlement?

The Plaintiff in the Action, through his attorneys (“Class Counsel”), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiff’s claims or CV3’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that CV3 did anything wrong, or that the Plaintiff and/or the Settlement Class would, or would not, win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined as all individuals who were customers of Revival in the United States and were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are: (a) CV3's officers and directors; (b) any entity in which CV3 has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CV3. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

6. What are the Settlement Benefits?

Settlement Class Members who submit a valid Claim Form may be entitled to receive the following benefits:

Ordinary Losses up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through **May 29, 2025**.

Extraordinary Losses up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Data Incident.

Lost Time spent dealing with the Data Incident compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and **September 26, 2025**;
- You 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;
- Documentation of the claimed losses is not "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

Alternative Cash Payment

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a valid and timely claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.CV3Settlement.com.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want to request compensation for unreimbursed expenses and losses or the alternative cash payment, you **must** complete and submit a Claim Form postmarked or submitted online by **September 26, 2025**. You may download or submit a Claim Form online at www.CV3Settlement.com.

If you do not want to give up your right to sue the Released Parties about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (*See* Question 15 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.CV3Settlement.com. You may also obtain a paper Claim Form by downloading it at www.CV3Settlement.com or by calling the claims administrator at **1-844-979-7301**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at www.CV3Settlement.com or mail them to:

CommerceV3, Inc. Claims Administrator
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

11. Who decides my Settlement claim and how do they do it?

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

You must make a signed written request that (i) clearly states that you wish to exclude yourself from the Settlement Class in the Action, and (ii) include your name, address and phone number. You must send your request by **September 1, 2025** to this address:

CommerceV3, Inc. Claims Administrator
Attn: Exclusions
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in the Action.

14. If I do not exclude myself, can I sue the Released Parties for the Data Incident later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement 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 requesting a benefit from this Settlement.

15. How do I object to the settlement?

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and CV3's Counsel.

Court	Class Counsel	CV3's Counsel
Lake County Courthouse 550 W. Main St., 1st Floor Tavares, FL 32778	Jeff Ostrow of Kopelowitz Ostrow P.A. 1 W. Las Olas Blvd, 5th Floor Fort Lauderdale, FL 33301 J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC 223 Rosa L Parks Ave Suite 200 Nashville, TN 37203	Christopher G. Dean MCDONALD HOPKINS LLC 600 Superior Avenue, Ste., 2100 Cleveland, OH 44114

Objections must be filed or postmarked no later than **September 1, 2025**.

No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 30 days before the initial scheduled Final Approval Hearing (“Objection Deadline”), the Settlement Class Member files with the Court and mails to Class Counsel and Defendant’s counsel written objections that include: (a) the title of the case; (b) the objector’s full name, current address, telephone number, and email address; (c) the Settlement Class Member’s original signature; (d) all legal and factual bases for any objection; (e) copies of any documents that the objector wants the Court to consider; (e) all counsel representing the Settlement Class Member, if any; (f) the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (g) a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement in the past five years.

Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf, and the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated bar number

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **October 1, 2025, at 9:30 A.M. via Zoom**. The Zoom link for the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for a service award for the Representative Plaintiff. During or after the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.CV3Settlement.com to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, the Settlement will become effective, and distributions for valid and approved claims will begin 30 days after the Effective Date. In the event there are objections to the Settlement or an appeal, it is possible the Settlement could be disapproved. We do not know how long this process may take.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class Members in the Action: Jeff Ostrow of Kopelowitz Ostrow P.A., 1 West Las Olas Blvd, 5th Floor, Ft. Lauderdale, FL 33301 and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, 223 Rosa L Parks Ave Suite 200, Nashville, TN 37203.

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by CV3, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

21. How will the lawyers for the Settlement Class be paid?

Plaintiff will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of up to \$325,000 inclusive of any costs and expenses of the Action (the "Class Counsel Payment").

Plaintiff will also seek an order from the Court requesting that a Service Award in the amount of up to \$2,500 be awarded to him for his time and effort expended on behalf of the Settlement Class in the Action.

If the Court awards the Class Counsel Payment or the Service Award described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiff.

22. Who represents CV3 in the Action?

CV3 is represented by the following lawyer:

Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Avenue
Suite 2100
Cleveland, OH 44114

For Further Information

23. What if I want further information or have questions?

For additional information, please visit www.CV3Settlement.com. You may also contact the Claims Administrator by mail, email or phone:

Mail:
CommerceV3, Inc. Claims Administrator
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

Email: CV3Settlement@rg2claims.com

Phone: **1-844-979-7301**

**PLEASE DO NOT CONTACT THE COURT OR CV3'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**