

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF OHIO
NORTHERN DIVISION**

***Migliaccio, et al. v. Parker Hannifin Corporation*, Case No. 1:22-cv-00835-DAP**

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

**If You Were Subject to the Parker-Hannifin Corporation 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 \$1,750,000 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns the March 2022 Data Incident involving Parker-Hannifin Corporation (“Parker” or “Defendant”) in which it was determined that an unauthorized third party gained access to certain Parker files containing current and former employees’ sensitive personal information including names, Social Security numbers, dates of birth, driver’s license numbers, U.S. passport numbers, financial account information, online account usernames and passwords, health insurance plan member ID numbers, and health insurance dates of coverage. Parker denies any wrongdoing and denies that Parker has any liability but has agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a claim, you must have received a notice letter of the Parker Data Incident that occurred in March 2022.
- Eligible claimants under the Settlement Agreement will be eligible to receive:
 - ❖ **Reimbursement for the actual amount of unreimbursed out-of-pocket expenses up to \$5,000, with supporting documentation of the monetary losses;**
 - ❖ **Compensation of up to \$100 for time spent dealing with fraud, identity theft, or other alleged misuse of your personal information that is fairly traceable to the Data Incident;**
 - ❖ **Compensation for incidents of verified fraud of up to \$5,000, with supporting documentation, including \$250 per documented incident of identity fraud or fraudulent activity on an account;**
 - ❖ **Compensation of up to \$100 for eligible California residents; and**
 - ❖ **\$50 cash payment from the Settlement Fund that will be increased or decreased pro rata depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented out-of-pocket expenses, payments for lost time, payments to certain California residents, payments for documented incidents of fraud, attorneys’ fees and expenses, Class Representative Service Awards, and Settlement Administration Costs.**
- For more information or to submit a claim visit **www.phdatasettlement.com** or call 1-833-630-4779 Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **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 July 14, 2023
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 the same claims if you are a Settlement Class Member.	Submitted or Postmarked on or Before June 14, 2023
Object to the Settlement and/or Attend the Fairness Hearing	You can write the Court about why you agree or disagree with the settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on August 2, 2023 about the fairness of the settlement, with or without your own attorney.	Received on or Before June 14, 2023
Do Nothing	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement 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.

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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 Dan Aaron Polster of the United States District Court for the Northern District of Ohio is overseeing this case captioned as *Migliaccio v. Parker Hannifin Corporation*, Case No. 1:22-cv-835. The people who brought the lawsuit are called the Plaintiffs. The company being sued, Parker-Hannifin Corporation, 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: negligence; negligence *per se*; breach of implied contract; unjust enrichment; declaratory relief; violations of the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*; violations of the Confidentiality of Medical Information Act, Cal. Civ. Code § 56 *et seq.*; invasion of privacy under the California Constitution, Article I, Section 1; violations of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*; and violations of the New York General Business Law § 349.

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 Plaintiffs 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 Settlement Class (“Settlement Class Members”). The “Class Representatives” appointed to represent the Settlement Class, and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement 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 Settlement Class if you reside in the United States and your Private Information was compromised in connection with the Data Incident, including if you were mailed a notification by or on behalf of Parker Hannifin on or around May 10, 2022 regarding the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the settlement. Specifically excluded from the Settlement Class is Parker Hannifin and its officers and directors, all Settlement Class Members who timely and validly request exclusion from the Settlement Class, the judge assigned to evaluate the fairness of this settlement, and 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 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 1-833-630-4779 with questions. You may also write with questions to:

Migliaccio v. Parker Hannifin
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

info@phdataattlement.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 \$1,750,000: (a) \$25 per hour, up to a total of \$100, for Settlement Class Members who attest that the time claimed was actually spent as a result of the Data Incident; (b) up to \$5,000 for reimbursement of your documented out-of-pocket expenses reasonably traceable to the Data Incident; and (c) \$250 for each verified and documented incident of fraud (included in the cap of \$5,000 for unreimbursed expenses) that you incurred.

The settlement also provides that Settlement 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.

After the distribution of attorneys' fees, Class Counsel's Litigation expenses, Administrative Fees, Service Awards, and settlement benefits to claimants, the Settlement Administrator will make a *pro rata* settlement payment of \$50, subject to adjustment as set forth in the below paragraph, out of any remaining funds to each Class Member who submits a claim for this additional cash payment. No documentation or attestation is required.

The settlement benefits are also subject to pro rata reduction as needed in the event that the total claims exceed the \$1,750,000 cap on payments to be made by Defendant, and payments may also be increased on a pro rata basis until the Settlement Fund is distributed. Payment of attorneys' fees, costs and expenses (see Question 19) and the costs of notifying the Settlement Class and administering the settlement will also be paid out of the settlement.

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?

Settlement Class Members who submit a claim are eligible to receive:

- a) Reimbursement of actual, documented, unreimbursed out-of-pocket expenses resulting from the Data Incident (up to \$5,000 in total), such as:
 - late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
 - late fees from transactions with third parties that were delayed due to fraud or card replacement;
 - unauthorized charges on credit, debit or other payment cards that were not reimbursed;
 - parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
 - credit freeze fees, or credit monitoring costs that were incurred on or after March 11, 2022; and
 - other expenses that are reasonably attributable to the Data Incident that were not reimbursed.
- b) Compensation for time spent remedying issues related to the Data Incident, up to the amount of \$100.
- c) Compensation for verified and documented instances of fraud at \$250 per occurrence, up to the amount of \$5,000 in total.
- d) Compensation of up to \$100 for eligible California residents.
- e) A potential residual cash payment of the Remainder Funds, which is estimated to be at \$50 but may adjusted upward or downward based on how many other claims are made.

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 www.phdatasettlement.com or by calling 1-833-630-4779. 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 Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement 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 **August 2, 2023, at 2:00 p.m. ET** to decide whether to approve the settlement. 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?

The 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 Settlement 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.phdataattlement.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 Settlement Class. This is sometimes referred to as “opting out” of the Settlement 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 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 to ask for any benefit under the settlement.

15. How do I exclude myself from the settlement?

To exclude yourself, send a letter that says you want to be excluded from the settlement in *Migliaccio v. Parker Hannifin Corporation*, Case No. 1:22-cv-835 (N.D. Ohio). 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. If your request for exclusion covers a financial account or health insurance plan that includes co-signers or co-holders on the same account or plan, you shall be deemed to be properly completed and executed as to that financial account or insurance plan only if all co-signers or co-holders elect to and validly opt-out. You must mail your exclusion request postmarked by **June 14, 2023**, to:

Migliaccio v. Parker Hannifin
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

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 mail your objection to the Clerk of the Court, Settlement Class Counsel and Defendant's Counsel, at the mailing addresses listed below, postmarked by **no later** than the objection deadline, **June 14, 2023**:

Court	Defendant's Counsel
Clerk of the Court Carl B. Stokes U.S. Courthouse 801 W. Superior Avenue Cleveland, OH 44113	David Carney Baker & Hostetler, LLP 127 Public Square, Suite 2000 Cleveland, OH 44114
Settlement Class Counsel	
Terence Coates Markovits, Stock, & DeMarco, LLC 119 East Court Street, Suite 530 Cincinnati, OH 45202	

Your objection must be written and must include all of the following: (i) your full name and address; (ii) the case name and docket number, *Migliaccio, et al., v. Parker Hannifin Corporation*, Case No. 1:22-cv-00835-DAP (N.D. Ohio); (iii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class; (iv) a statement as to whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) a clear and detailed written statement of the specific legal and factual basis for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing you in connection with the objection; (vii) a statement whether you intend to appear at the Final Approval Hearing, either in Person or through counsel, and, if through counsel, identifying that counsel; (viii) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (ix) your signature or the signature of the your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your objection must be written and must include all of the following: (i) your full name and address; (ii) the case name and docket number, *Migliaccio, et al., v. Parker Hannifin Corporation*, Case No. 1:22-cv-00835-DAP (N.D. Ohio); (iii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class; (iv) a statement as to whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) a clear and detailed written statement of the specific legal and factual basis for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing you in connection with the objection; (vii) a statement whether you intend to appear at the Final Approval Hearing, either in Person or through counsel, and, if through counsel, identifying that counsel; (viii) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (ix) your signature or the signature of the your duly authorized attorney or other duly authorized representative (if any) representing you 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 Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement 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 Settlement 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 Terence R. Coates of Markovits, Stock & DeMarco, LLC, 119 E. Court Street, Suite 530, Cincinnati, OH 45202 and Joseph M. Lyon of The Lyon Firm, LLC, 2754 Erie Avenue, Cincinnati, OH 45208 as Settlement 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?

Settlement Class Counsel will ask the Court for an award for attorneys' fees up to \$583,333.33, plus Litigation expenses not to exceed \$15,000. Defendant has agreed to pay any award of attorneys' fees, costs and expenses up to those amounts, to the extent approved by the Court. This payment for Attorneys' Fees will be made out of the Settlement Fund. Any such award would compensate Settlement 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 up to \$3,500 for each of the Class Representatives.

Any award for attorneys' fees, costs and expenses for Class Counsel, and for service awards to the Class Representatives, must be approved by the Court. The Court may award less than the amounts requested. Class Counsel's papers in support of Final Approval of the settlement will be filed no later than May 30, 2023, and their application for attorneys' fees, costs and expenses, and service awards will be filed no later than May 30, 2023 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. ET on August 2, 2023**, at the Carl B. Stokes U.S. Courthouse, Courtroom 18B, 801 W. Superior Avenue, Cleveland, OH 44113 or by remote or virtual means as 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 awards for the Class Representatives. 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.phdatasettlement.com or calling 1-833-630-4779.

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 visit the Court 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 Fairness Hearing. To do so, you must file an 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 **June 14, 2023**.

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 in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.phdatasettlement.com. You may also call the Settlement Administrator with questions or to get a Claim Form at 1-833-630-4779.