

**This is a Court approved Legal Notice.**

*In re: T-Mobile Customer Data Security Breach Litigation,*

Case No. 4:21-md-03019 (BCW)

---

---

**T-MOBILE DATA BREACH CLASS  
ACTION SETTLEMENT**

---

---

**IF YOUR INFORMATION WAS COMPROMISED IN THE 2021 T-MOBILE  
DATA BREACH, YOU ARE ELIGIBLE FOR BENEFITS FROM A CLASS  
ACTION SETTLEMENT**

A class action settlement has been proposed in a case against T-Mobile US, Inc. and T-Mobile USA, Inc. (“T-Mobile” or “Defendant”), relating to a data breach that T-Mobile announced on August 16, 2021 (the “Data Breach”). If you are a Settlement Class Member, there are benefits available to you from the proposed settlement. **The easiest way to submit a claim under the Settlement is online at [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com).** If you are unsure of whether you are eligible for benefits, visit the website or call 1-833-512-2314.

In addition to other benefits, the proposed settlement requires T-Mobile to establish a “Settlement Fund” of \$350 million. The settlement relief includes:

- **Reimbursement for Out-of-Pocket Losses:** The Settlement Fund will be used to reimburse Settlement Class Members for verifiable unreimbursed costs or expenditures that a Settlement Class Member actually incurred and believes are fairly traceable to the T-Mobile Data Breach. If you spent money trying to avoid or recover from fraud or identity theft because of the T-Mobile Data Breach, you can be reimbursed up to \$25,000 (including Lost Time). You must submit documents supporting your claim. Documents may include copies of receipts showing costs incurred as a result of identity theft or identity fraud, falsified tax returns, or other alleged misuse of your personal information; and copies of receipts showing costs incurred on or after August 1, 2021 associated with placing or removing a credit freeze on a credit file, obtaining credit reports, credit monitoring or other products related to detection or remediation of identity theft, and other related miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges (“Out-of-Pocket Losses”).
- **Reimbursement for Lost Time:** The Settlement Fund will be used to reimburse Settlement Class Members for time spent trying to avoid or recover from fraud or identity theft, or other misuse of a Settlement Class Member’s personal information that he or she believes is fairly traceable to the T-Mobile Data Breach, and for time spent taking preventative measures to avoid losses relating to the T-Mobile Data Breach (“Lost Time”). Lost Time related to a qualifying claim for Out-of-Pocket Losses may be supported by a certification for up to 15 hours. Lost Time not related to a qualifying claim for Out-of-Pocket Losses but incurred as a result of fraud, identity theft or other misuse, or incurred taking preventative measures to avoid fraud, identity theft or other misuse may be supported by a certification for up to 5 hours. The “Reimbursement Rate” for Lost Time shall be the greater of \$25 per hour or, if the Settlement Class Member took time off work, the Settlement Class Member’s hourly wage as demonstrated by supporting documentation.

- **Alternative Cash Payment:** As an alternative to making a claim for Out-of-Pocket Losses and Lost Time, Settlement Class Members (other than those in California) may request an Alternative Cash Payment of \$25. As an alternative to making a claim for Lost Time or Out-of-Pocket Losses and Lost Time, California Subclass Members may request an Alternative Cash Payment of \$100. The amount of your claim may be reduced or increased depending on the total number and amount of claims.

Settlement Class Members making a claim for Out-of-Pocket Losses and/or Lost Time will be entitled to the greater of the approved claim for Out-of-Pocket Losses and/or Lost Time, or the amount available under the Alternative Cash Payment provision.

- **Identity Defense Services:** In addition to the cash payments detailed above, every Settlement Class Member is eligible to enroll in an identity defense and monitoring service for two (2) years which includes credit monitoring through TransUnion, monthly credit score, real time inquiry/authentication alerts, high risk transaction monitoring, dark web monitoring, USPS address change monitoring and alerts, lost wallet protection, security freeze capability, \$1,000,000 in comprehensive identity theft insurance, customer support and victim assistance.
- **Restoration Services:** All Settlement Class Members (regardless of whether they enroll in Identity Defense Services or submit a claim for Out-of-Pocket Losses or Lost Time, or an Alternative Cash Payment) will be entitled to utilize Restoration Services for a period of two (2) years (“Restoration Services”). This coverage is a separate benefit and permits all Settlement Class Members to have access to U.S.-based fraud resolution specialists who can assist with important tasks such as placing fraud alerts with the credit bureaus, disputing inaccurate information on credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information.
- **T-Mobile Data Security Spending:** T-Mobile has agreed to maintain an incremental spending commitment of at least \$150 million for data security and related technology, in the aggregate for years 2022 and 2023 above its previously budgeted baseline.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>File a claim for Out-of-Pocket Losses or Lost Time, or for an Alternative Cash Payment</b>	You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or Lost Time under the Settlement.  For more detailed information, see Question 7.  Alternatively, you may file a claim form for an Alternative Cash Payment.  For more detailed information, see Question 8.	<b>January 23, 2023</b>
<b>File a claim for Identity Defense Services</b>	You must submit a claim in order to receive the free Identity Defense Services offered under the Settlement.  For more detailed information, see Question 9.	<b>January 23, 2023</b>

<p><b>Access to Restoration Services</b></p>	<p>You may access Restoration Services after the Settlement becomes final, whether or not you make a claim under the Settlement.</p> <p>For more detailed information, see Question 10.</p>	<p><b>No deadline. Services will be available for 2 years.</b></p>
<p><b>Exclude yourself from the Settlement</b></p>	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue T-Mobile for claims related to the Data Breach. If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 19.</p>	<p><b>December 8, 2022</b></p>
<p><b>Object or comment on the Settlement</b></p>	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue T-Mobile on certain claims described in the Settlement Agreement, which is available at <a href="http://www.t-mobilesettlement.com">www.t-mobilesettlement.com</a>.</p> <p>For more detailed information, see Question 21.</p>	<p><b>December 8, 2022</b></p>
<p><b>Do nothing</b></p>	<p>If you do nothing, you can still access Restoration Services after the Settlement is final, but will not be entitled to any other benefits provided under the Settlement. If the Settlement becomes final, you will give up your right to sue T-Mobile separately for claims relating to the Data Breach or to continue to pursue any such claims you have already filed.</p>	

## What this Notice Contains

	<u>Page</u>
<b>BASIC INFORMATION AND OVERVIEW</b>	<b>5</b>
1. What is this notice, and why did I get it?	5
2. What is this lawsuit about?	5
3. Why is this a class action?	5
4. Why is there a settlement?	5
<b>WHO IS PART OF THE SETTLEMENT</b>	<b>6</b>
5. How do I know if I am part of the Settlement?	6
<b>THE SETTLEMENT BENEFITS</b>	<b>6</b>
6. What does the Settlement provide?	6
7. How will the Settlement compensate me for identity theft I have already suffered or money I have already paid to protect myself, or my time spent because of the Data Breach?	7
8. How will the Settlement compensate me if I can't or don't want to claim Out-of-Pocket Losses or Lost Time?	8
9. How will the Settlement help protect me against future identity theft and fraud?	8
10. How will the Settlement help me deal with identity theft or fraud if it happens?	9
11. What happens if there are leftover Settlement Funds?	9
12. What happens if the Settlement Fund runs out of money?	9
<b>HOW TO GET SETTLEMENT BENEFITS</b>	<b>9</b>
13. How do I file a claim for Identity Defense Services, Out-of-Pocket Losses, Lost Time, or an Alternative Cash Payment?	9
14. When and how will I receive the benefits I claim from the Settlement?	9
<b>LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT</b>	<b>10</b>
15. What am I giving up to stay in the Settlement Class?	10
<b>THE LAWYERS REPRESENTING YOU</b>	<b>10</b>
16. Do I have a lawyer in this case?	10
17. How will these lawyers be paid?	11
18. Will the class representatives receive any additional money?	11
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT</b>	<b>11</b>
19. How do I exclude myself from the Settlement?	11
20. What if I have already requested an individual arbitration against T-Mobile relating to the Data Breach?	12
<b>OBJECTING OR COMMENTING ON THE SETTLEMENT</b>	<b>12</b>
21. How do I tell the Court that I like or don't like the Settlement?	12
<b>GETTING MORE INFORMATION</b>	<b>13</b>
22. Where can I get more information?	13

## **BASIC INFORMATION AND OVERVIEW**

### **1. What is this notice, and why did I get it?**

A Court authorized this notice to inform you how you may be affected by this proposed settlement. This notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement if your information was compromised in the T-Mobile Data Breach.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see Question 5.

### **2. What is this lawsuit about?**

On August 16, 2021, T-Mobile announced that it had been the victim of a criminal cyberattack on its systems. The attacker compromised the personal information of approximately 76 million U.S. consumers. The specific information compromised for each person included some combination of names, addresses, zip codes, phone numbers, dates of birth, social security number/tax identification number, and/or other government identification number including driver's license number, account establish date, name of authorized user, phone number, IMSI, MSISDN, PIN, and personal unlock code.

Numerous lawsuits were brought on behalf of consumers whose personal information was compromised as a result of the T-Mobile Data Breach. Judge Brian C. Wimes of the U.S. District Court for the Western District of Missouri is overseeing these lawsuits. These lawsuits are known as *In re: T-Mobile Customer Data Security Breach Litigation*, MDL No. 3019, Case No. 4:21-md-03019-BCW. The consumers who sued are called the "Plaintiffs." T-Mobile is the "Defendant." Plaintiffs claim that Defendant did not adequately protect consumers' personal information. The most recent version of the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com). T-Mobile denies any wrongdoing. No court or other judicial entity has made any judgment or other determination of any wrongdoing by T-Mobile.

### **3. Why is this a class action?**

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

### **4. Why is there a settlement?**

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the class and the attorneys for the settlement class ("Class Counsel," see Question 16) believe that the settlement is in the best interests of the Settlement Class Members.

## **WHO IS PART OF THE SETTLEMENT**

### **5. How do I know if I am part of this Settlement?**

You are a Settlement Class Member if you are among the approximately 76 million U.S. residents identified by T-Mobile whose information was compromised in the T-Mobile Data Breach. Identified Class Members were notified of the proposed settlement, so if you received a notice, you are likely a member of the Settlement Class.

You can also confirm you are a Settlement Class Member, and eligible for benefits, by:

- Visiting the secure web page **www.t-mobilesettlement.com**; or
- Calling **1-833-512-2314**

Excluded from the Settlement are:

- Officers and directors of T-Mobile;
- The presiding judge and any judicial staff involved in the lawsuit;
- All individuals who on or before July 26, 2022 either (1) filed or served a written arbitration demand or petition against T-Mobile relating to the Data Breach, or (2) provided written notice to T-Mobile of their intent to pursue arbitration against T-Mobile relating to the Data Breach with a description of claims to the address provided in T-Mobile's Terms and Conditions or to T-Mobile's Counsel (*see* Question 20)
- Any Class Member who opts-out (*see* Question 19)

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

T-Mobile will pay \$350,000,000 into a Settlement Fund. The Settlement Fund will be used to:

- Make cash payments for Out-of-Pocket Losses and Lost Time (*see* Question 7)
- Make Alternative Cash Payments (*see* Question 8)
- Provide Identity Defense Services (*see* Question 9)
- Provide Restoration Services for all Settlement Class Members, regardless of whether they make a claim (*see* Question 10)
- Pay the costs of notifying Settlement Class Members and administering the Settlement;
- Pay Service Awards to Settlement Class Representatives, as approved by the Court (*see* Question 18)
- Pay Attorneys' Fees, costs, and expenses, as approved by the Court (*see* Question 17)

**7. How will the Settlement compensate me for identity theft I have already suffered of money I have already paid to protect myself, or my time spent because of the Data Breach?**

**Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Losses:** If you spent money trying to avoid or recover from fraud or identity theft that you believe was fairly traceable to the T-Mobile Data Breach, or to protect yourself from future harm as a result of the Data Breach, then you can submit a claim for reimbursement up to \$25,000 (including your claim for Lost Time). Out-of-Pocket Losses that are eligible for reimbursement may include, without limitation, the following:

- Money spent on or after August 1, 2021, associated with placing or removing a security freeze on your credit report with any credit reporting agency;
- Money spent on credit monitoring or identity theft protection on or after August 1, 2021;
- Unreimbursed costs, expenses, losses or charges you paid on or after August 1, 2021, because of identity theft or identity fraud, falsified tax returns, or other alleged misuse of your personal information that you believe was fairly traceable to the T-Mobile Data Breach;
- Other miscellaneous expenses related to any Out-Of-Pocket Loss that you believe were fairly traceable to the T-Mobile Data Breach such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- Professional fees incurred in connection with addressing identity theft, fraud, or falsified tax returns that you believe were fairly traceable to the T-Mobile Data Breach.

This list provides examples only, and other losses or costs that you believe are fairly traceable to the T-Mobile Data Breach may also be eligible for reimbursement.

To claim reimbursement for Out-of-Pocket Losses, you must also provide “Reasonable Documentation.” Reasonable Documentation means documentation supporting your claim, including, but not limited to credit card statements, bank statements, invoices, telephone records, and receipts. Except as expressly provided in this notice, personal certifications, declarations, or affidavits from the claimant do not constitute Reasonable Documentation but may be included to provide clarification, context or support for other submitted Reasonable Documentation.

The Settlement Administrator will decide if your claim for Out-of-Pocket Losses is valid. Only valid claims will be paid. The deadline to file a claim for Out-of-Pocket Losses is **January 23, 2023**.

**The amount of your claim may be reduced or increased depending on the total number and amount of claims. See Questions 11 and 12.**

**Settlement Benefit: Cash Payment for Lost Time:** If you spent time (i) remedying fraud, identity theft, or other alleged misuse of your personal information that you believe is fairly traceable to the T-Mobile Data Breach, or (ii) taking preventative measures (for example, time spent reviewing your accounts, placing or removing security freezes on your credit report, or purchasing credit monitoring or identity protection) on or after August 1, 2021, then you may make a claim for reimbursement for Lost Time at a Reimbursement Rate of \$25 per hour or, if you took time off work, your documented hourly wage.

For Lost Time related to qualifying Out-of-Pocket Losses, you may receive reimbursement for up to 15 hours at your Reimbursement Rate. For Lost Time not related to qualifying Out-of-Pocket Losses (“Self-Certified Time”), you may receive reimbursement for up to 5 hours at the Reimbursement Rate. To make a claim for Lost Time, you must provide a description of (i) the actions taken in response to the Data Breach in dealing with misuse of your information or taking preventative measures and (ii) the time associated with those actions. You must certify that the description is truthful. Valid claims for Lost Time will be reimbursed in 15-minute increments.

The deadline to file a claim for Lost Time is **January 23, 2023**.

**The amount of your claim may be reduced or increased depending on the total number and amount of claims. See Questions 11 and 12.**

**8. How will the Settlement compensate me if I can’t or won’t want to claim Out-of-Pocket Losses or Lost Time?**

**Settlement Benefit: Alternative Cash Payment:** As an alternative to making a claim for reimbursement for Out-of-Pocket Losses and Lost Time, you may submit a claim for an Alternative Cash Payment of \$25, or \$100 if you resided in California on August 1, 2021. You may not make a claim for an Alternative Cash Payment in addition to a claim for Out-of-Pocket Losses or Lost Time. The amount of the Alternative Cash Payment may change depending on the number of total claims for cash payments.

**The amount of your claim may be reduced or increased depending on the total number and amount of claims. See Questions 11 and 12.**

**9. How will the Settlement help protect me against future identity theft and fraud?**

**Settlement Benefit: Identity Defense Services:** The Settlement provides a way to help protect yourself from unauthorized use of your personal information. Settlement Class Members may submit a claim to enroll in two (2) years of Identity Defense Services, provided through Pango, at no cost. These services include the following features:

- Credit Monitoring from TransUnion
- Monthly Credit Score from TransUnion
- Real Time Inquiry Authentication Alerts
- High Risk Transaction Monitoring
- Dark Web Monitoring
- USPS Address Change Monitoring and Alerts
- Lost Wallet Protection
- Security Freeze Capability
- Customer Support & Victim Assistance
- \$1,000,000 in identity theft insurance

**To receive free Identity Defense Services you must file a claim for those services by January 23, 2023.**

If you submit a valid claim form and elect to enroll in Identity Defense Services, you will receive enrollment instructions by email after the Settlement is final. You may make a claim for both reimbursement for Out-of-Pocket Losses and/or Lost Time (or an Alternative Cash Payment) and Identity Defense Services.



**10. How will the Settlement help me deal with identity theft or fraud if it happens?**

All Settlement Class Members, even those who do not enroll in Identity Defense Services or do not submit a claim, will be entitled to utilize Restoration Services offered through Pango. This coverage is a separate benefit and provides all Settlement Class Members access to US-based fraud resolution specialists who can assist with important tasks such as placing fraud alerts with the credit bureaus, disputing inaccurate information on credit reports, scheduling calls with creditors and other service providers, and working with law enforcement and government agencies to dispute fraudulent information. All Settlement Class Members may access these free Restoration Services after the Settlement becomes final, even if you never make a claim from this Settlement, by going to [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com), or calling toll free 1-833-512-2314.

**11. What happens if there are leftover Settlement funds?**

The Settlement Fund will be used to pay claims for Out-of-Pocket Losses and Lost Time, for Alternative Cash Payments, for Identity Defense Services and Restoration Services, for Administrative and Notice Costs, and for Service Awards for Settlement Class Representatives and Attorneys' Fees and Expenses, as approved by the Court.

If there are leftover Settlement Funds, those funds will be added to approved claims for Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments on a *pro rata* basis.

Any remaining Settlement Funds resulting from the failure of Settlement Class Members to timely negotiate a Settlement check or to timely provide required tax information such that a Settlement check should issue, shall be distributed to Settlement Class Members, or as otherwise ordered by the Court, but no money will be returned to T-Mobile.

**12. What happens if the Settlement Fund runs out of money?**

If the payments described in Questions 7 and 8 exceed the Settlement Fund, the cash payments will be reduced on a *pro rata* basis.

**HOW TO GET SETTLEMENT BENEFITS**

**13. How do I file a claim for Identity Defense Services, Out-of-Pocket Losses, Lost Time, or an Alternative Cash Payment?**

To file a claim for Identity Defense Services, for reimbursement for Out-of-Pocket Losses or Lost Time, or for an Alternative Cash Payment you will need to file a claim form. The easiest way to submit a claim form is online, by filling out the form at [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com). You can also download a paper claim form and return a completed claim form by mail.

The deadline to file a claim for Identity Defense Services, for reimbursement for Out-of-Pocket Losses or Lost Time, or for an Alternative Cash Payment is **January 23, 2023** (this is the last day to file online and the postmark deadline for mailed claims).

**14. When and how will I receive the benefits I claim from the Settlement?**

Identity Defense Services claimed by Settlement Class Members will begin, and payments for valid claims for Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments will be made, after the Court enters a final judgment and the Settlement becomes final. This may take several months or more; please be patient. Periodic updates will be posted on the Settlement Administrator's website.

If you make a valid claim for Identity Defense Services, the Settlement Administrator will send you information on how to activate your Identity Defense Services once the Settlement is final.

Payments for valid claims for Out-of-Pocket Losses, Lost Time, and Alternative Cash Payments will be made by the Settlement Administrator in the manner you select (various digital payment options or a paper check).

## **LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT**

### **15. What am I giving up to stay in the Settlement Class?**

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your legal claims relating to the Data Breach against T-Mobile (except SIM-swap Claims) when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from T-Mobile for any harm related to the Data Breach or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (*see* Question 19) all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against T-Mobile regarding the Data Breach.

Paragraph 2.30 of the Settlement Agreement defines the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com).

If you have any questions, you can contact the Settlement Administrator (*see* Question 22).

## **THE LAWYERS REPRESENTING YOU**

### **16. Do I have a lawyer in this case?**

Yes. The Court appointed the following attorneys to represent you and other Settlement Class Members as “Class Counsel.”

Norman E. Siegel  
**STUEVE SIEGEL HANSON LLP**  
460 Nichols Road, Suite 200  
Kansas City, MO 64112

James J. Pizzirusso  
**HAUSFELD LLP**  
888 16<sup>th</sup> Street, N.W. Suite 300  
Washington, DC 20006

Cari Campen Laufenberg  
**KELLER ROHRBACK L.L.P.**  
1201 Third Avenue, Suite 3200.  
Seattle, WA 98101

You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about making a claim, please contact the Settlement Administrator (*see* Question 22).

**17. How will these lawyers be paid?**

Class Counsel have undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them Attorneys' Fees of up to 30% of the Settlement Fund and reimbursement for costs and expenses to be paid from the Settlement Fund. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for Attorneys' Fees and costs (which must be approved by the Court) will be filed by **November 17, 2022** and will be available to view on the Settlement website at [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com).

**18. Will the Class Representatives receive any additional money?**

The Class Representatives in this action are listed in the Settlement Agreement, which is available at [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com). Class Counsel will ask the Court to award the Class Representatives "Service Awards" of \$2,500 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the class. This amount will have to be approved by the Court. Any amount approved by the Court will be paid from the Settlement Fund.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**19. How do I exclude myself from the Settlement?**

If you are a member of the Settlement Class but do not want to remain in the class, you may exclude yourself from the Settlement Class (also known as "opting out"). If you exclude yourself from the Settlement Class, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against T-Mobile, and you may file your own lawsuit against T-Mobile based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must do so online ([www.t-mobilesettlement.com](http://www.t-mobilesettlement.com)) by **December 8, 2022**, or mail a "request for exclusion," postmarked no later than **December 8, 2022**, to:

**T-Mobile Data Breach Settlement  
c/o Kroll Settlement Administration LLC  
Attn: Exclusion  
P.O. Box 225391  
New York, NY 10150-5391**

This statement must contain the following information

- (1) The name of this action (*In re: T-Mobile Customer Data Security Breach Litigation*, MDL No. 4:21-md-03019 (BCW));
- (2) Your full name and current address;

Questions? Go to [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com) or call 1-833-512-2314

- (3) Your personal signature (lawyer's signature is not sufficient);
- (4) A statement clearly indicating your intent to be excluded from the Settlement; and
- (5) A statement that your request for exclusion applies only to you, the one Settlement Class Member whose personal signature appears on the request. (Requests seeking exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.)

**If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.**

**20. What if I already requested an individual arbitration against T-Mobile relating to the Data Breach?**

You are not a Settlement Class Member if you, before July 26, 2022, either (1) filed or served a written arbitration demand or petition against T-Mobile relating to the Data Breach, or (2) provided written notice to T-Mobile of your intent to pursue arbitration against T-Mobile relating to the Data Breach with a description of claims to the address provided in T-Mobile's Terms and Conditions or to T-Mobile's Counsel. You can find out if you are already excluded from the Settlement Class because you previously requested arbitration by contacting the Settlement Administrator at:

**T-Mobile Data Breach Settlement  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391**

**OBJECTING TO OR COMMENTING ON THE SETTLEMENT**

**21. How do I tell the Court that I like or don't like the Settlement?**

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a written objection stating that you object to the Settlement. Your objection must include:

- (1) The case name and number of this action (*In re: T-Mobile Customer Data Security Breach Litigation*, Case No. MDL No. 4:21-md-03019 (BCW));
- (2) Your full name and current address and telephone number, and if you are represented by counsel, those of your counsel;
- (3) A statement whether the objection applies only to you, to a specific subset of the class, or to the entire class;

- (4) A statement of the number of times in which you (and, where applicable, your counsel) have objected to a class action settlement within the previous three years, along with the caption of each case in which you have made such objection;
- (5) A statement of the specific grounds for the objection; and
- (6) A statement of whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

Additionally, if you intend to speak at the Final Approval Hearing (whether *pro se* or through counsel), your written objection must include:

- (7) A detailed description of any evidence you may offer at the Final Approval Hearing; and
- (8) Copies of any exhibits you may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must be filed electronically with the Court by **December 8, 2022** or mailed (and postmarked) no later than **December 8, 2022** to the following address:

**Clerk of the Court  
United States District Court Western District of Missouri  
400 E. 9th Street  
Kansas City, Missouri 64106**

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive Settlement benefits if the Settlement becomes final even if you object to the Settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement. That hearing is currently scheduled to take place on **January 20, 2023, at 10:00 am** before the Honorable Brian C. Wimes, at the United States District Court for the Western District of Missouri located in Courtroom 7D of the Charles Evans Whittaker United States Courthouse, 400 E. 9th Street, Kansas City, Missouri 64106. This hearing date and time may be moved. Please refer to the Settlement website, [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com) for notice of any changes.

## **GETTING MORE INFORMATION**

### **22. Where can I get more information?**

If you have questions about this notice or the Settlement, you may go to the Settlement website at [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com). You can also contact the Settlement Administrator at 1-833-512-2314 or by mailing a letter to T-Mobile Data Breach Class Action Settlement Administrator (c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391), for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 16). You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

Questions? Go to [www.t-mobilesettlement.com](http://www.t-mobilesettlement.com) or call 1-833-512-2314

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

***Please do not contact the Court, its Clerks, or T-Mobile.***