

**EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

### **If Your Personally Identifiable Information (“PII”) Was Or May Have Been Compromised In The M.I. Industries, Inc. d/b/a Instinct Pet Foods Data Breach, 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 *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*, Case No. 25SL-CC02259, pending in the Circuit Court of St. Louis County, Missouri (“Lawsuit”). For the precise terms of the settlement, please see the Settlement Agreement available at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com) or by contacting the Settlement Administrator at 1-877-647-8085.

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 M.I. Industries, Inc. d/b/a Instinct Pet Foods (the “Defendant” or “Instinct Pet Foods”) regarding the unauthorized access to its computer system (the “Data Incident”) detected on or around October 16, 2024, which the Plaintiff, Adam Schroeder, alleges exposed the personally identifiable information (“PII”) of Defendant’s current and former employees.
- Class Members are eligible to receive the following relief: (1) up to \$1,000 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 \$3,500 in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (4) two-years of three bureau credit monitoring with at least \$1,000,000.00 in fraud insurance; or (5) in the alternative to compensation for Ordinary Losses, Extraordinary Losses, Lost Time, and/or Credit Monitoring, Settlement Class Members can elect to make a Claim for a \$60 Cash Payment. 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**

<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>January 12, 2026</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”</b>	This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is <b>December 15, 2025</b> .
<b>OBJECT TO THE SETTLEMENT</b>	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 <b>December 15, 2025</b> .)
<b>ATTEND THE FINAL APPROVAL HEARING</b>	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 <b>January 16, 2026 at 9:00 A.M.</b>
<b>DO NOTHING</b>	If you do nothing you will not receive any payment or the free Credit Monitoring Services. You will have no right to sue the Defendant 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.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.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 Defendant. 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.

Adam Schroeder (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below) brought a lawsuit against (ii) M.I. Industries, Inc. d/b/a Instinct Pet Food (“Defendant”), in the case of *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food, Case No. 25SL-CC02259*, pending in the Circuit Court of St. Louis County. Defendant and Plaintiff 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 persons residing in the United States whose PII was or may have been compromised in the M.I. Industries, Inc. Data Breach that was discovered on or around October 2024, including all those who received notice of the Data Breach from M.I. Industries, Inc.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

Plaintiff alleges that on or around October 16, 2024, Defendant detected unauthorized access to its computer system (the “Data Incident”). Plaintiff alleges that the Data Incident exposed the personally identifiable information (“PII”) of Defendant’s current and former employees. Defendant denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. The Court has not determined whether Plaintiff or Defendant are correct. More information about the Class Action Complaint filed in the Lawsuit can be found on the Settlement Website at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com).

### 4. Why is there a Settlement?

Following 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 Plaintiff and the Settlement Class Members have or may have had against Defendant 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 Representative 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 Defendant 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 Defendant that was potentially compromised by unauthorized entities in a cyberattack against Defendant’s computer systems, and which Defendant detected on or around October 16, 2024 (“Data Incident”). Current and former employees of Defendant whose Private Information was stored on Defendant’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 Representative and Defendant will ask the Court to certify a Settlement Class defined as “all persons residing in the United States whose PII was or may have been compromised in the M.I. Industries, Inc. Data Breach that was discovered on or around October 2024, including all those who received notice of the Data Breach from M.I. Industries, Inc.” Excluded from the Settlement Class are: (i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) 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.

## 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 three-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 \$1,000 per Settlement Class Member, resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Incident. Eligible Ordinary Losses include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as fax, postage, copying, and mileage. 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 shows the costs incurred.

**Lost Time Reimbursement:** All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time actually spent responding to issues raised by the Data Incident (calculated at the rate of \$20 per hour to a maximum of \$80 per person). 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. Claims made for Lost Time are combined with reimbursement for Ordinary Losses and count toward the \$1,000 cap.

**Documented Extraordinary Loss Reimbursement:** All Settlement Class Members are eligible for reimbursement of Extraordinary Losses, not to exceed \$3,500 per Settlement Class Member, arising out of or related to identity theft and: (i) the loss is an actual, third-party documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss is not already covered by one or more of the other reimbursement categories; and (iv) 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. 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 shows 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.

**Remedial Relief:** Defendant has made certain security changes in response to the Data Incident and the Lawsuit. Defendant’s implementation of such ongoing security changes is separate and apart from other settlement benefits.

## 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. Class Members who want to submit a Claim must fill out and submit a Claim Form online at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com) or by USPS mail. Claim Forms are available through the Settlement Website at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.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 Unique ID, you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before January 12, 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 **January 16, 2026, at 9:00 A.M.** If the Court approves the settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment within sixty (60) days after: (i) the Effective Date; or (ii) the date when all Claim Forms have been processed subject to the terms and conditions of the Settlement Agreement, whichever date is later.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Strauss Borrelli PLLC and Stranch, Jennings & Garvey PLLC 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 of not more than \$100,000.00, which will be paid by Defendant. Class Counsel will also request a Service Award of up to \$2,500.00 for the Settlement 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 Representative. 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?

If you do not exclude yourself from this settlement, you will not be able to sue the Defendant 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.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.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 Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that Releasing Parties had, have or may claim now

or in the future to have (including but not limited to, assigned claims and any and all “Unknown Claims”) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Incident. The Released Claims include the release of Unknown Claims.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.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 Defendant 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 Defendant 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 15, 2025**, to the following address:

*Instinct Pet Foods Data Settlement*  
c/o Analytics Consulting LLC  
P.O. 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 Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant 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 Plaintiff. 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 *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*, Case No. 25SL-CC02259, Circuit Court of the City of St. Louis, MO by **December 15, 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:

St. Louis County Circuit Clerk's Office  
PO Box 16998  
Clayton, MO 63105

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.

The objection must be in writing and include the case name, *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*, Case No. 25SL-CC02259, Circuit Court of the City of St. Louis, MO. Your objection must: (i) state the objecting Settlement Class Member's full name, mailing address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's personal and original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant's lawyers at the addresses listed below, postmarked no later than **December 15, 2025**:

Class Counsel	Defense Counsel
Brittany Resch STRAUSS BORRELLI PLLC One Magnificent Mile 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611 Telephone: (872) 263-1100 bresch@straussborrelli.com	Michael J. Hickey LEWIS RICE LLC 600 Washington Avenue, Suite 2500 St. Louis, Missouri 63101 Telephone: (314) 444-7600 mhickey@lewisrice.com

## 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 **January 16, 2026, at 9:00 A.M.** in Division 6, Circuit Court of St.

Louis County, 105 South Central Avenue, Clayton, MO 63105. 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 the Service Award payment to the Settlement Class Representative.

**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.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.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.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com).

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT  
[WWW.INSTINCTPETFOODSDATASETTLEMENT.COM](http://WWW.INSTINCTPETFOODSDATASETTLEMENT.COM),  
BY CALLING TOLL-FREE AT 1-877-647-8085, OR WRITING TO:

*Instinct Pet Foods Data Settlement*  
c/o Analytics Consulting LLC  
P.O. Box 2005  
Chanhassen, MN 55317-2005

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

**EXHIBIT B**

**Instinct Pet Food Data Settlement**  
c/o Settlement Administrator  
P.O. Box 2005  
Chanhassen, MN 55317-2005

**NOTICE OF CLASS ACTION**

**SETTLEMENT**

**If your personal information was compromised in the Data Incident discovered by M.I. Industries, Inc. d/b/a Instinct Pet Food on our around October 2024, you may be entitled to benefits from a class action settlement.**

[www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com)

Postal Service: Please Do Not Mark Barcode

Notice ID Number: 1000000 - PIN: a@b#c\$d%  
ABC1234567890



JOHN Q CLASSMEMBER  
123 MAIN ST  
ANYTOWN, ST 12345



## **WHO IS A CLASS MEMBER?**

You have been identified as a class member in the lawsuit *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*, Case No. 25SL-CC02259 (Circuit Court of the City of St. Louis), because your PII was or may have been compromised in the M.I. Industries, Inc. Data Breach that was discovered on or around October 2024.

## **WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?**

Under the Settlement, Defendant has agreed to pay Valid Claims. Settlement Class Members are eligible to submit claims for the following: (1) up to \$1,000 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 \$3,500 in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (4) two years of three-bureau credit monitoring with at least \$1,000,000.00 in fraud insurance; or (5) \$60 Cash Payment in lieu of all the other benefits. More information about the types of Claims and how to file them is available at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com).

## **WHAT ARE YOUR RIGHTS AND OPTIONS?**

**Submit a Claim Form.** To receive Settlement benefit(s), you must timely submit a Claim Form, available online at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com). Your Claim Form must be postmarked or submitted online no later

than **JANUARY 12, 2026**. Claims will be subject to a verification process.

**Opt Out.** You may exclude yourself from the settlement and retain your ability to sue Defendant on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than **DECEMBER 15, 2025**. If you do not exclude yourself, you will be bound by the settlement terms and give up your right to sue regarding the settled claims.

**Object.** If you do not exclude yourself, you have the right to object to the settlement. Written objections must be signed, postmarked no later than **DECEMBER 15, 2025**, and provide the reasons for the objection. Please visit the Settlement Website at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com) for more details.

**Do Nothing.** If you do nothing, you will not receive Settlement benefits and will lose the right to sue regarding any issues relating to this action. You will be bound by the Court’s decisions because this is a conditionally certified class action.

**Final Approval Hearing.** The Court will hold a Final Approval Hearing on January 16, 2026, at 9:00 A.M. in Division 6, Circuit Court of St. Louis County, 105 South Central Avenue, Clayton, MO 63105.

**More Information.** More Information about your rights and options can be found in the Long-Form Notice and the Settlement Agreement available at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com).

**This Notice is a Summary of the Settlement Terms**

**EXHIBIT C**

Your claim must  
be submitted  
online or  
postmarked by:  
**JANUARY 12, 2026**

**CLAIM FORM FOR INSTINCT PET FOOD  
DATA INCIDENT SETTLEMENT**

*Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*  
Case No. 25SL-CC02259  
Circuit Court of St. Louis County, MO

**Instinct  
Pet Food  
Data Incident**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS  
TO MAKE A CLAIM FOR COMPENSATION FOR UNREIMBURSED LOSSES**

**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, the Claims Administrator identified you as an individual residing in the United States whose personally identifiable information ("PII") was or may have been compromised in the M.I. Industries, Inc. Data Breach that was discovered on or around October 2024. You may have also received notice of the Data Breach from M.I. Industries, Inc.

**To receive any Settlement benefits, you must submit the Claim Form below by JANUARY 12, 2026**

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com) or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Instinct Pet Food Data Settlement  
c/o Claims Administrator  
P.O. Box 2005  
Chanhassen, MN 55317-2005

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

--	--

First Name

Last Name

--

Street Address

--	--	--

City

State

Zip Code

--	--

Email Address (optional)

Telephone Number

## II. PROOF OF CLASS MEMBERSHIP

Enter the Notice ID Number and PIN provided on your Postcard Notice:

Notice ID Number

PIN

## III. IDENTITY THEFT PROTECTION

All Settlement Class Members are eligible to claim two (2) years of three-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance.

Check this box if you wish to receive two (2) years of free identity protection and credit monitoring service.

## IV. LOST TIME REIMBURSEMENT

All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time actually spent responding to issues raised by the Data Incident (calculated at the rate of \$20 per hour to a maximum of \$80 per person). Claims made for lost time are combined with reimbursement for Ordinary Losses and count toward the \$1,000 cap.

Hours claimed (up to 4 hours – check one box):  1 Hour  2 Hours  3 Hours  4 Hours

I swear under penalty of perjury that, to the best of my knowledge and belief, any claimed lost time was spent related to the Data Incident.

## V. DOCUMENTED ORDINARY AND/OR EXTRAORDINARY LOSS EXPENSE REIMBURSEMENT

All Settlement Class Members are eligible for reimbursement of **ORDINARY** Losses, not to exceed \$1,000 per Settlement Class Member, resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Incident. Examples of eligible Ordinary Losses are detailed in the Settlement Notice (Long Notice) posted on the Settlement Website at [www.InstinctPetFoodsDataSettlement.com](http://www.InstinctPetFoodsDataSettlement.com). Third-party documentation supporting claimed Ordinary Losses is required.

Check this box if you are claiming **ORDINARY** loss expenses in the amount of \$\_\_\_\_\_.

All Settlement Class Members are eligible for reimbursement of **EXTRAORDINARY** Losses, not to exceed \$3,500 per Settlement Class Member, arising out of or related to identity theft and: (i) the loss is an actual, third-party documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss is not already covered by one or more of the other expense reimbursement categories; and (iv) 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. Third-party documentation supporting claimed Extraordinary Losses is required.

Check this box if you are claiming **EXTRAORDINARY** loss expenses in the amount of \$\_\_\_\_\_.

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
<i>Example:</i> Identity Theft Protection Service	06 - 17 - 22 M M D D Y Y	\$ 50.00	Copy of identity theft protection service bill
<i>Example:</i> Fees paid to a professional to remedy a falsified tax return	02 - 28 - 23 M M D D Y Y	\$ 300.00	Copy of the professional services bill
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	□□ - □□ - □□ M M D D Y Y	\$ □□□□.□□	
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**VI. 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. You are **not** entitled to this Alternative Cash Payment if you have made a claim under Sections III, IV, and/or V.

Check this box if you wish to receive a cash payment of \$60.

**VII. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of my state and under penalty of perjury that the information I have supplied in this Claim Form is true and correct and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature Printed Name Date Signed

**TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED  
OR SUBMITTED ONLINE AT [WWW.INSTINCTPETFOODSDATASETTLEMENT.COM](http://WWW.INSTINCTPETFOODSDATASETTLEMENT.COM)  
NO LATER THAN JANUARY 12, 2026.**