

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

North Carolina Superior Court for Buncombe County
(North Carolina Business Court, by designation)

In re Asheville Eye Associates Data Incident Litig.
Case No. 25CV000809-100

A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.

If You Are an Individual whose Personally Identifiable Information (“PII”) and Protected Health Information (“PHI”) Was Compromised in the Data Incident, You Are Eligible to Receive a Settlement Benefit from a Class Action Settlement

- A Court authorized this Notice to those that are eligible to receive settlement benefits from a proposed class action settlement. The Litigation is titled *In re Asheville Eye Associates Data Incident Litig.*, Case No. 25CV000809-100 and is pending in the North Carolina Business Court. The people that filed the class action lawsuit are called Plaintiffs or Settlement Class Representatives and the company they sued is Asheville Eye Associates, PLLC (Defendant or AEA). AEA denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All individuals whose PHI/PII was compromised in the Data Incident.

Excluded from the Settlement Class are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; (d) attorneys and other legal representatives affiliated with or employed by Class Counsel, and; (e) all persons who validly opt-out of the settlement. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

- Participating Settlement Class Members under the Settlement Agreement will be eligible to receive:
 - ❖ **Voucher:** All Participating Settlement Class Members will *automatically* receive a \$10 voucher that can be used towards purchasing eyeglasses offered at any Asheville Eye location, except 21 Medical Park Drive, Asheville, North Carolina, 28803. **You do not need to submit a Claim Form for this benefit;**

AND

- ❖ **Identity Theft Protection** – Defendant agrees to pay for a one-year term of Essential Monitoring with 1-bureau monitoring (a state-of-the-art identity theft protection service provided by Kroll Settlement Administration LLC, a company that is not affiliated with Defendant), for each and every Settlement Class Member who activates such services. **This benefit is available to all Settlement Class Members regardless of whether they submit a valid Claim Form.**

AND

- ❖ **Out-of-Pocket Expense Reimbursement:** All Settlement Class Members who submit an Approved Claim for a Documented Loss using the Claim Form are eligible for the following documented out-of-pocket expenses directly caused by the Data Incident, not to exceed **\$1,250 per Settlement Class Member, with submission of supporting documentation.**
- For more information visit www.AEADataSettlement.com or call **(833) 621-5559**.

Questions? Go to www.AEADataSettlement.com or call **(833) 621-5559**

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 a reimbursement for Documented Loss from the settlement is to submit a Claim Form. However, all Participating Settlement Class Members <i>automatically</i> receive a \$10 Voucher AND Identity Theft Protection.	Submitted or postmarked on or before April 6, 2026 .
Exclude Yourself by Opting Out of the Class	Receive no benefit from the settlement. This is the only option that allows you to keep your right to bring any other lawsuit against AEA relating to the Data Incident.	Mailed and postmarked on or before April 6, 2026 .
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the settlement or the Fee Award and Expense for Class Counsel, and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on May 14, 2026 , about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before April 6, 2026 .
Do Nothing	You will not receive any Settlement Payment from this class action settlement, but will remain a Participating Settlement Class Member and be bound by the Released Claims, and automatically receive a \$10 Voucher and Identity Theft Protection.	N/A

- 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. Settlement benefits will be made available only 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 Litigation that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

The Judge Mark A. Davis of the North Carolina Business Court is overseeing this case captioned as *In re Asheville Eye Associates Data Incident Litig.*, Case No. 25CV000809-100. The people who brought the lawsuit are called the Settlement Class Representatives. The company being sued, Asheville Eye Associates, PLLC, is called the Defendant or AEA.

2. What is the Litigation about?

The Litigation alleges that in November 2024, Defendant was the subject of a cyberattack in which the PII and PHI, and together Private Information, of Plaintiffs and Settlement Class Members was compromised, called the Data Incident. Plaintiffs allege that this cyberattack exposed certain PII/PHI of AEA's current and former patients. Specifically, the following types of personal information were allegedly exposed: names, addresses, health insurance information, Social Security Numbers, and medical treatment information. On February 4, 2025, AEA began notifying Plaintiffs and the Settlement Class about the Data Incident.

AEA denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that AEA has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" or "Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or AEA. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Settlement Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, 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 Settlement Class Member if you are an individual whose PHI/PII was compromised in the Data Incident.

Excluded from the Settlement Class are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; (d) attorneys and other legal representatives affiliated with or employed by Class Counsel, and; (e) all persons who validly opt-out of the settlement. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

Questions? Go to www.AEADataSettlement.com or call (833) 621-5559

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 (833) 621-5559 with questions. You may also write with questions to:

Asheville Eye Associates Data Incident Litigation
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

THE SETTLEMENT CLASS MEMBER BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The settlement provides the following benefits available to Participating Settlement Class Members who do not opt-out of the settlement: Out-of-Pocket Expense Reimbursement, not to exceed \$1,250 per Settlement Class Member, who submits an Approved Claim for a Documented Loss using the Claim Form are eligible for documented out-of-pocket expenses directly caused by the Data Incident, **with submission of supporting documentation**; and in addition to a Settlement Payment, **all Participating Settlement Class Members will automatically, without having to file a claim, receive a \$10 Voucher and Identity Theft Protection.**

8. What benefits are available under the settlement?

Participating Settlement Class Members that submit a valid and timely Claim Form may select the following benefit:

- a) ***Out-of-Pocket Expense Reimbursement:*** All Settlement Class Members who submit an Approved Claim for a Documented Loss using the Claim Form are eligible for the following documented out-of-pocket expenses directly caused by the Data Incident, not to exceed \$1,250 per Settlement Class Member, with submission of supporting documentation;
 - *Documented Loss* means, including but not limited to: (i) unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii) unreimbursed overdraft fees; (iv) unreimbursed charges related to unavailability of funds; (v) unreimbursed late fees; (vi) unreimbursed over-limit fees; (vii) unreimbursed charges from banks or credit card companies; (viii) interest on payday loans due to card cancellation or due to an over-limit situation incurred solely as a result of the Data Incident; and (ix) costs of credit report(s), credit monitoring, and/or other identity theft insurance products purchased by members of the Settlement Class in response to the Data Incident.
 - To receive reimbursement for any of the out-of-pocket expenses above, Settlement Class Members must submit **supporting documentation** of each claimed out-of-pocket expense. Settlement Class Members will be required to submit reasonable documentation supporting the losses.
 - The Settlement Class Member must submit reasonable documentation that the Documented Loss claimed was both actually incurred and possibly came from the Data Incident. Failure to provide supporting documentation of the Documented Loss referenced above, as requested on the Claim Form, will result in denial of a claim.

AND

**ALL PARTICIPATING SETTLEMENT CLASS MEMBERS WILL AUTOMATICALLY,
WITHOUT HAVING TO FILE A CLAIM, RECEIVE:**

- c) **Voucher:** All Participating Settlement Class Members will automatically receive a \$10 voucher that can be used towards purchasing eyeglasses offered at any Asheville Eye location, except 21 Medical Park Drive, Asheville, North Carolina, 28803. **You do not need to submit a Claim Form for this benefit;**

AND

- d) **Identity Theft Protection** – Defendant agrees to pay for a one-year term of Essential Monitoring with 1-bureau monitoring (a state-of-the-art identity theft protection service provided by Kroll Settlement Administration LLC, a company that is not affiliated with Defendant), for each and every Settlement Class Member who activates such services. **This benefit is available to all Participating Settlement Class Members regardless of whether they submit a valid Claim Form.**

- The one-year term will be in addition to any pre-existing credit monitoring services provided by AEA. Enrollment codes for this identity theft protection will be made available to all Participating Settlement Class Members. Settlement Class Members shall be entitled to activate credit monitoring services after the Court grants final approval of the settlement.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement Payment?

To receive a Settlement Payment, you must complete and submit a Claim Form online at www.AEADataSettlement.com or by mail to Asheville Eye Associates Data Incident Litigation, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150- 5391. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by **April 6, 2026** or by mail **postmarked by April 6, 2026**.

YOU WILL AUTOMATICALLY RECEIVE, WITHOUT HAVING TO FILE A CLAIM FORM, THE \$10 VOUCHER AND IDENTITY THEFT PROTECTION

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR APPROVED CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.AEADATASETTLEMENT.COM

10. When will I get my settlement benefit?

The Court will hold a Final Approval Hearing on **May 14, 2026, at 10:00 a.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. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement Payments, Vouchers and Identity Theft Protection will begin after the settlement has obtained Court approval and the time for all appeals has expired.

11. What am I giving up as part of the settlement?

AEA and its affiliates will receive a release from all claims that could have been or that were brought against AEA relating to the Data Incident. 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 AEA, and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident (“Released Parties”) from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate in any way to the Data Incident, in their capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These releases are described in Section VIII of the Settlement Agreement, which is available at www.AEADataSettlement.com. If you have any questions, you can talk to the law firms listed in **Question 17** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the 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.

12. If I exclude myself, can I get a benefit from this settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the settlement.

13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue AEA and any other Released Parties for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the settlement. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion,” a comparable statement that the individual does not wish to participate in the settlement, or some other clear manifestation of the intent to opt-out of the settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. You must mail your request for exclusion to the Settlement Administrator **postmarked by April 6, 2026**, to:

Asheville Eye Associates Data Incident Litigation
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

OBJECTING TO THE SETTLEMENT

15. 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, Fee Award and Expenses for Class Counsel or some part of it by objecting to the settlement. For an objection to be a valid objection under the settlement, it must be mailed to the Clerk of the Court at the address listed below, **postmarked by no later than April 6, 2026.**

Clerk of the Court
Buncombe County Courthouse 60 Court Plaza Asheville, NC 28801

A written objection must include:

- i) the name of the proceedings;
- ii) the Settlement Class Member's full name, current mailing address, and telephone number;
- iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class;
- iv) the identity of any attorneys representing the objector (if any);
- v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- vi) a description and/or copies of evidence that may be introduced at the Final Approval Hearing;
- vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and
- viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

16. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement or parts of it and why you do not think it should be approved. You can object only if you are a Participating 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 benefit from the settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, as Class Counsel to represent the Settlement Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Class Counsel be paid?

Class Counsel will file a Fee and Expense Application for a combined award of attorneys' fees and expenses not to exceed \$500,000. Defendant agrees not to contest any Fee and Expense Application made up to this amount. Attorneys' Fee Award and Expenses will be paid by Defendant separately from the Class Relief, and the Court-approved amount of any Fee Award and Expenses will not affect any benefits provided to Participating Settlement Class Members. Any such award would compensate 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 file a Fee and Expense Application that will include a request for Service Awards for the Settlement Class Representatives in recognition for their contributions to this Litigation not to exceed \$1,250 per Plaintiff (\$6,250 total). Service Awards will be paid by Defendant separately from the Class Relief, and the Court-approved amount of any Fee Award and Expenses will not affect any benefits provided to Participating Settlement Class Members.

Any attorneys' Fee Award and Expense, and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **May 14, 2026 at 10 AM ET**, via Webex 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 Fee and Expense Application for attorneys' Fee Award and Expenses, and Service Awards payments. 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 recommends checking the Settlement Website www.AEADataSettlement.com, or calling **(833) 621-5559**.

20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class 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 15**, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be **mailed** to the Clerk of the Court, at the mailing address listed above, **postmarked by no later than April 6, 2026**.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will receive a \$10 Voucher and Identity Theft Protection under the settlement, but only if the settlement is granted final approval. In addition, if the settlement is granted final approval and becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against AEA or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.AEADataSettlement.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(833) 621-5559**.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(833) 621-5559** or at the Contact page of the Settlement Website:

Asheville Eye Associates Data Incident Litigation
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS LITIGATION SETTLEMENT