

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT
CASE TYPE: Civil Other/Miscellaneous

In re Community Dental Care

Court File No. 62-CV-25-2490

The Honorable Reynaldo A. Aligada, Jr.

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a large nonprofit Medicaid dental provider in Minnesota that provides preventative, restorative, and emergency dental services to the underserved in the community.

2. Defendant collects, maintains, and stores the personal and Personal Information belonging to individuals seeking dental services from Defendant.

3. On or about December 20, 2024, Defendant experienced a data security incident wherein an unauthorized third party accessed Defendant's computer systems and network and potentially had access to the Personal Information belonging to up to approximately 130,583 individuals. The potentially impacted Personal Information included names, health insurance information, dates of birth, medical information, and Social Security numbers. Defendant has represented that only approximately 7,100 of the potentially impacted individuals' Social Security

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

numbers were potentially impacted.

4. On or about March 28, 2025, Defendant began sending notification letters to those potentially affected individuals and notifying state Attorney Generals.

5. As a result, on April 4, 2025, Plaintiff Tracy Knight filed a putative class action against Defendant in the District Court, Second Judicial District, in the State of Minnesota for the County of Ramsey, seeking damages on behalf of herself and a putative class of all similarly situated individuals. That same day, Plaintiff Aaron Brown filed a putative class action against Defendant in the same Court seeking damages on behalf of himself and all others similarly situated. Thereafter, on April 8, April 9, and April 10, 2025, Plaintiffs Lisa Smith, Danelle Whittaker, Sheila Schutz, and Kathy McKenzie filed their putative class actions against Defendant in the same Court seeking damages on behalf of themselves and all others similarly situated. On April 14, 2025, plaintiffs in the above actions moved to consolidate their actions and the Court granted their motion on May 21, 2025. On June 18, 2025, Plaintiffs filed their Complaint, naming Tracy Knight, Aaron Brown, on behalf of his minor child A.B., Tina Ihrke, Sheila Schutz, Danelle Whittaker, Kathy McKenzie, Keiryn Kuehn, on behalf of her minor children H.K. and M.D., and Ka Vang as Plaintiffs.

6. On September 5, 2025, Defendant filed a Notice of Motion and Motion to Dismiss Consolidated Class Action Complaint, and a Memorandum in support thereof. Plaintiffs filed their Memorandum of Law in Opposition to Defendant's Motion to Dismiss Consolidated Class Action Complaint on October 14, 2025. During the pendency of the Motion to Dismiss, the Parties also briefed two Motions to Stay Discovery filed by Defendant, issued and exchanged written discovery, and met and conferred about the sufficiency of Defendant's responses. On January 26, 2026, the Court ruled on Defendant's Motion to Dismiss, granting it in part and denying it in part.

7. Shortly thereafter, in an effort to conserve resources for the benefit of those impacted in the Data Breach, the Parties began engaging in discussions to determine whether to schedule a formal mediation to explore potential resolutions to this Action. On February 2, 2026, the Parties agreed to mediate with Bennett G. Picker of Stradley Ronon Stevens & Young, LLP. The Parties jointly moved to stay the Action pending mediation on February 3, 2026, and the Court granted the stay on February 5, 2026. On May 5, 2026, the Parties attended a full day of mediation.

8. In connection with the mediation and their settlement discussions, Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Breach, the number and geographic location of individuals impacted by the Data Breach, and the specific type of information potentially accessed.

9. After a full day of mediation with Bennett G. Picker and arms-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement on the material terms of the Settlement on May 5, 2026.

10. The Complaint alleges claims against Defendant for negligence, negligence *per se*, invasion of privacy, breach of implied contract, unjust enrichment, breach of fiduciary duty, violation of the Minnesota Health Records Act, and violation of the Minnesota Consumer Fraud Act on behalf of a national class. In the Court's January 26, 2026 Order concerning Defendant's Motion to Dismiss, the Court dismissed Plaintiffs' counts for invasion of privacy, unjust enrichment, breach of fiduciary duty, violation of the Minnesota Health Records Act, and violation of the Minnesota Consumer Fraud Act, but denied Defendant's Motion to Dismiss as it pertains to Plaintiffs' counts for negligence, negligence *per se*, and breach of implied contract.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Plaintiffs' Releasing Parties and

Class Member Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

12. “**Action**” means the consolidated class action lawsuit entitled: *In re Community Dental Care*, Case No. 62-CV-25-2490 pending in the County of Ramsey, Second Judicial District, District Court for the State of Minnesota.

13. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement,

and all exhibits attached hereto, between Plaintiffs and Defendant.

14. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

15. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B under Section IV herein.

16. “**Cash Payment A – Documented Losses**” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

17. “**Cash Payment B – Alternative Cash**” means the \$50.00 in cash compensation that Settlement Class Members may elect under the Settlement in lieu of any claim for Cash Payment A.

18. “**Claim**” means the submission of a Claim Form by a Claimant.

19. “**Claimant**” means an individual who submits a Valid Claim for Settlement Class Member Benefits to the Settlement Administrator.

20. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 1*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

21. “**Claim Form Deadline**” shall be 35 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

22. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which

ones are Valid Claims.

23. “**Class Counsel**” means: Raina C. Borrelli of Strauss Borrelli PLLC and Christopher P. Renz of Chestnut Cambronne PA.

24. “**Class List**” means the list of Settlement Class Members to be provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names, last known addresses, email addresses, and last known telephone numbers. Defendant shall provide the Settlement Class List to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order. The Settlement Administrator shall keep the Settlement Class List confidential.

25. “**Class Member Releasing Parties**” means Settlement Class Members and their respective past, present, and future heirs, representatives, agents, partners, successors, attorneys, devisees, beneficiaries, executors, estates, administrators, assigns, trustees, receivers, consultants, insurers, accountants, financial and other advisors, any other representatives of any of these persons and entities, and any other person purporting to assert a claim on their behalf.

26. “**Class Representatives**” means Plaintiffs.

27. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs in this Action on June 18, 2025.

28. “**Court**” means the County of Ramsey, Second Judicial District, District Court for the State of Minnesota, and the Judge(s) assigned to the Action.

29. “**Data Breach**” means the cybersecurity incident that allegedly resulted in the unauthorized access to or acquisition of Plaintiffs’ and the Settlement Class’s Personal Information

that Defendant experienced on or about December 20, 2024.

30. “**Defendant**” means Community Dental Care, the defendant in the Action.

31. “**Defendant’s Counsel**” means Anju Suresh, David M. Schultz, and Margaret A. Hayes of Hinshaw & Culbertson LLP.

32. “**Effective Date**” shall be the later of: (a) 60 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

34. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards. The Final Approval Hearing will not be held sooner than 120 days from the Preliminary Approval Order.

35. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and is consistent with all material provisions of this Agreement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached to the Motion for Final Approval.

36. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2*** that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement

Administrator.

37. **“Medical and Credit Monitoring”** means two years of CyEx’s Medical Shield Complete program paid for by Defendant. This includes credit monitoring with one bureau, with additional monitoring of: (a) healthcare insurance plan IDs, healthcare beneficiary identifier ID; (b) medical records; (c) national provider identifier; (d) international classification of disease; (e) health savings account; (f) high risk; and (g) the dark web. The product also provides for \$1,000,000 of identity theft insurance and contains real-time alerts and victim assistance. The Settlement Administrator will include codes for Settlement Class Members to enroll in the Medical and Credit Monitoring in the Postcard Notice.

38. **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

39. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

40. **“Notice”** means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

41. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

42. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

43. **“Objection Deadline”** means 60 days before the initial scheduled Final Approval Hearing.

44. **“Opt-Out Deadline”** means 60 days before the initial scheduled Final Approval

Hearing.

45. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

46. “**Personal Information**” means the personal information of individuals that Defendant identified as being accessible or potentially accessible in the Data Breach, including, but not limited to names, Social Security numbers, health insurance information, dates of birth, and medical information and other types of personally identifiable information or protected health information.

47. “**Plaintiffs**” means Tracy Knight, Aaron Brown, on behalf of his minor child A.B., Tina Ihrke, Sheila Schutz, Danelle Whittaker, Kathy McKenzie, Keiryn Kuehn, on behalf of her minor children H.K. and M.D., and Ka Vang.

48. “**Plaintiffs’ Releasing Parties**” means Plaintiffs and each of their respective past, present, and future heirs, representatives, agents, successors, attorneys, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, any other representative of any of these persons and entities, and any other person purporting to assert a claim on their behalf.

49. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

47. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

48. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program.

49. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

50. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, counterclaims, cross claims, third party claims, contentions, allegations, assertions of wrongdoing, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Breach or the operative facts alleged.

51. “**Released Parties**” means Defendant and each and every entity which is controlled by, controlling or under common control with Defendant, and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, attorneys, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

52. “**Service Awards**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

53. “**Settlement Administrator**” means Simpluris, Inc., the third-party notice and claims administrator jointly selected by the Parties.

54. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

55. **“Settlement Class”** means all individuals whose Personal Information was accessed without authorization in the Data Breach, including all those who received a notice of the Data Breach. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) 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 Breach or who pleads *nolo contendere* to any such charge.

56. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

57. **“Settlement Class Member Benefits”** means the Cash Payment and Medical and Credit Monitoring that Settlement Class Members may elect in the Settlement.

58. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

59. **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and

truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature, or validity or legitimacy of a claim for Cash Payment A – Documented Losses. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

60. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees only and solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action contingent upon entry of a Final Approval Order and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court; (2) the Effective Date not occur; or (3) the Agreement is otherwise terminated, then any certification of the Settlement Class shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class for all other purposes. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

61. Defendant has agreed to pay or cause to be paid the following: Settlement

Administration Costs, costs of the Notice Program, Cash Payments to Settlement Class Members, Medical and Credit Monitoring, Attorneys' Fees, Costs, and Service Awards.

62. All Settlement Class Members who fail to submit a Valid Claim for any benefits hereunder within the time frames set forth herein shall be forever barred from receiving any Cash Payments pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, including but not limited to the Releases.

63. No person shall have any claim against the Settlement Administrator, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, or Defendant's Counsel based on distributions of benefits to Settlement Class Members.

64. **Cash Payments**: Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

a. **Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable, third-party documented out-of-pocket losses related to the Data Breach that supports the claimed out-of-pocket loss(es) were actually and personally incurred by the Settlement Class Member and supports that the loss(es) arose from and occurred as a result of the Data Breach. Settlement Class Members cannot receive a Cash Payment under this section for any claimed lost time; the claimed

loss must be monetary. To receive a Cash Payment A – Documented Losses, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable, third-party documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable third-party documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, self-prepared documents, including personal certifications, declarations, or affidavits from the Settlement Class Member, do not, by themselves, constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss that is unreimbursed and arose from and occurred as a result of the Data Breach, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Alternative Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the amount of \$50.00. To receive the alternative cash payment in the amount of \$50.00, a Settlement Class Member must elect Cash

Payment B on the Claim Form.

65. Medical and Credit Monitoring

In addition to electing a Cash Payment, Settlement Class Members shall receive two years of Medical and Credit Monitoring. Enrollment codes for the Medical and Credit Monitoring will be included in the Postcard Notice sent to Settlement Class Members. Those enrollment codes shall become active on the Effective Date. Settlement Class Members do not need to submit a Valid Claim to receive this benefit.

V. Settlement Approval

66. Within 10 days of the final Party signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Raina C. Borrelli and Christopher P. Renz as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Simpluris, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel. Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing the same to receive any requested revisions from Defendant prior to filing.

VI. Settlement Administrator

67. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the constitution and laws of the State of Minnesota.

68. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

69. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important

information and to receive electronic Claim Forms;

- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Reviewing Claim Forms and any reasonable documentation submitted by Settlement Class Members to determine whether they are eligible for a Cash

Payment;

- j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and
- l. Distributing Medical and Credit Monitoring codes to Settlement Class Members in the Postcard Notice;
- m. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

70. Defendant will make available to the Settlement Administrator the Class List no later than fifteen (15) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

71. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

72. The Settlement Administrator will send Settlement Class Members a Postcard Notice.

73. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be

utilized for such purpose. No later than 75 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

74. The Notice Program shall be completed no later than 75 days before the initial date set for the Final Approval Hearing.

75. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. The Postcard Notice will also include activation codes for the Credit Monitoring. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

76. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement

Administrator. The URL for the Settlement Website shall be agreed upon by counsel for the Parties.

77. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's full name, current address, telephone number, and email address (if any), the name of the proceeding, and include a statement that clearly states the individual requests to be excluded from the Settlement Class. An opt-out request that does not include all of this information, or that is sent to an address other than that designated in the Notice, or is not postmarked within the time specified, shall be invalid. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, even if that Settlement Class Member does not submit a Valid Claim or receive any Cash Payment from the Settlement.

78. Any Settlement Class Member who submits a timely and complete opt-out request may not file an objection to the Settlement.

79. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single opt-out request, or as an agent or representative. Any such purported opt-out requests shall be void, and the Settlement Class Member(s) who is or are the subject of such purported opt-out requests shall be treated as a

Settlement Class Member and be bound by this Settlement Agreement, including the Releases contained herein, and judgment entered thereon, unless he or she submits a valid and timely opt-out request as set forth herein.

80. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests. Plaintiffs or Defendant or both shall have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court and shall serve a copy to the objector or counsel for the objector.

81. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Agreement waives the right to object or to be heard at the Final

Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release.

82. A Settlement Class Member who appears at the Final Approval Hearing, either personally or through counsel, may be permitted to argue only to those matters that were set forth in the timely and validly submitted written objection filed by such Settlement Class Member. No Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Class Member could have raised in his/her written objection, but failed to do so. Failure to identify witnesses or provide copies of supporting evidence in this manner waives any raise to introduce such testimony or evidence at the Final Approval Hearing.

83. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of the Action;
 - b. the objector's full name, mailing address, telephone number, and email address (if any);
 - c. a statement that states with specificity the factual basis and all grounds for the objection, accompanied by any legal support for or other documentary support for the objection known to the objector or objector's counsel;
 - d. information identifying the objector is within the Settlement class (*e.g.*, a copy of the Postcard Notice addressed to the objector);
 - e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued

- by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards;
 - g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
 - h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
 - i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection with a brief summary of each witness's expected testimony (if any);
 - j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - k. the objector's signature (an attorney's signature is not sufficient).

VIII. Claim Form Process and Disbursement of Cash Payments

84. The Notices and the Settlement Website will explain to Settlement Class Members

that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

85. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

86. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have authority to determine whether a Claim by any Claimant is a Valid Claim, subject to the Parties' right to due process examination and to explore the veracity of any reasonable documentation submitted in support of a claim for Cash Payment A.

87. In determining whether loss(es) arose from and occurred as a result of the Data Breach (Cash Payment A), the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after the Data Breach; (ii) whether the alleged loss for the specific Claimant, involved the types of information for that individual that may have been affected in the Data Breach; (iii) any explanation provided by the Claimant as to why the alleged loss was caused by the Data Breach; and (iv) other factors that the Settlement Administrator reasonably finds to be relevant, including but not limited to any responses, objections, or other information provided by Class Counsel or Defendant's Counsel regarding the veracity of the documentation and/or the Claimant.

88. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form.

The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

89. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and the Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

90. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or

e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

91. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant fails to provide adequate reasonable, third-party documentation in support of a claim for Cash Payment A;
- g. The reasonable documentation provided in connection with a claim for Cash Payment A does not support that the claimed loss(es) arose from and occurred as a result of the Data Breach;
- h. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- i. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is

submitted;

- j. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- k. The Claim Form otherwise does not comply with the requirements of this Settlement.

92. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

93. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Within 10 days of the Claims Deadline, the Settlement Administrator will provide Class Counsel and Defendant's counsel with its determinations regarding any approved claims for Cash Payment A, along with copies of the reasonable documentation submitted so that they may explore the veracity of the documentation

and/or challenge the Settlement Administrator's determination. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect and challenge the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice. If Class Counsel and/or Defendant's Counsel have any challenges to the Settlement Administrator's determination of a Claim Form, including but not limited to a claim for Cash Payment A, the challenge must be communicated in writing to all Parties and the Settlement Administrator. The Parties and Settlement Administrator will work to reach an agreement regarding the challenge, but ultimately the Settlement Administrator has final and binding authority as to the validity of a Claim.

94. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

95. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

96. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 25 days of the invoice.

97. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

98. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check based on the selection made by Settlement Class Members on their Claim Form.

Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

IX. Final Approval Order and Final Judgment

99. Plaintiffs shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 28 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

100. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Plaintiffs' Releasing Parties and Class Member Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

101. **Service Awards.** Class Counsel, on behalf of the nine Class Representatives, may seek Service Awards of up to \$2,500.00 each (no more than up to \$22,500.00 total), subject to Court approval. Defendant agrees not to oppose Class Counsel's request for a Service Award not to exceed \$2,500.00 per Plaintiff (or \$22,500.00 total). Prior to the disbursement or payment of the Service Awards, the Class Representatives shall provide a properly completed and executed IRS Form W-9 to the Settlement Administrator. Service Awards shall be paid by or on behalf of Defendant to the Settlement Administrator for onward remittance to Class Counsel within twenty-five (25) days after the Effective Date, conditioned upon Settlement Administrator's receipt of the

Class Representative's completed and executed IRS Form W-9. Class Counsel shall distribute the Service Awards thereafter. Defendant's obligations with respect to the Court-approved Service Awards shall be fully satisfied upon transmission of the funds to the Settlement Administrator. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid for the Service Awards. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Awards.

102. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$400,000.00. Defendant agrees not to oppose Class Counsel's request for attorneys' fees and costs not to exceed \$400,000.00. Class Counsel shall provide the Settlement Administrator a properly completed and executed IRS Form W-9. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs award to the Settlement Administrator for onward remittance to Class Counsel within twenty-five (25) days of the Effective Date, conditioned upon Settlement Administrator's receipt of the completed IRS Form W-9 from Class Counsel. Defendant's obligations with respect to the Court-approved award for attorneys' fees and costs shall be fully satisfied upon transmission of the funds to the Settlement Administrator. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the award for attorneys' fees and costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid for the award for attorneys' fees and costs. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay the award for attorneys' fees and costs.

103. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was

requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement were agreed upon.

XI. Releases

104. **Release by Plaintiffs' Releasing Parties.** Upon the Effective Date, and in consideration of the relief described herein, the Plaintiffs' Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, that is a Released Claim.

105. **Release by the Class Member Releasing Parties.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Class Member Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct,

individual or representative, of every nature and description whatsoever, whether or not based on any federal, state, local, statutory or common law or any other law, including the law of any jurisdiction outside the United States, from the beginning of time through date of the Settlement Agreement.

106. With respect to the releases set forth herein, the Parties stipulate and agree that the Plaintiffs' Releasing Parties and Class Member Releasing Parties may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of all Released Claims, including but not limited to claims Plaintiffs' Releasing Parties or Class Member Releasing Parties do not know or suspect to exist, which if known by him, her, or it, might affect his, her, or its decision to agree, object, or not to object to the Settlement, and any state law or common law claims arising out of or relating to the Data Breach that the Plaintiffs' Releasing Parties or Class Member Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Plaintiffs' Releasing Parties and Class Member Releasing Parties also waive the provisions and rights of any law(s) of any state, the District of Columbia, or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, that is similar, equivalent, or comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602;

North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Plaintiffs' Releasing Parties and Class Member Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or related of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims. The Plaintiffs' Releasing Parties and Class Member Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. The Parties acknowledge, and the Plaintiffs' Releasing Parties and Class Member Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing release is a material term of the Agreement.

107. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provision of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

108. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

109. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction,

including in any federal, state, or local court or tribunal. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

XII. Termination of Settlement

110. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

111. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

112. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the obligations of the Parties, terms, and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other

orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. Defendant reserves the right to contest class certification for all purposes other than this Settlement, and the fact that Defendant did not oppose certification of a class for purposes of this Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

113. Defendant will have the right, but not the obligation, to unilaterally terminate this Agreement by providing written notice of its election to do so (“Termination Notice”) to the other Party hereto within ten (10) Days of notice from the Settlement Administrator that more than 100 Settlement Class Members are Opt-Outs as of the Opt-Out Deadline.

XIII. Effect of Termination

114. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs’, Class Counsel’s, Defendant’s, and Defendant’s Counsel’s obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement rights, claims, and defenses will be retained and preserved.

115. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

116. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

117. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

118. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

119. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

120. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

121. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

122. ***Deadlines.*** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

123. ***Headings.*** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

124. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Plaintiffs’ Releasing Parties, Class Member Releasing Parties, and the Released Parties.

125. **No Prior Assignments.** Plaintiffs and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

126. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

127. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

128. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's length and reflect and Settlement reached voluntarily after consultation with legal counsel of their choice.

129. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

130. **Integration and No Reliance.** This Agreement and any exhibits thereto constitute a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind

whatsoever have been made by any Party, except as provided for herein.

131. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

132. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Minnesota, without regard to the principles thereof regarding choice of law.

133. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

134. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Plaintiffs' Releasing Parties and Class Member Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

135. ***Notices.*** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

Christopher P. Renz
CHESTNUT CAMBRONNE PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
crenz@chestnutcambronne.com

If to Defendant or Defendant's Counsel:

Anju Suresh
HINSHAW & CULBERTSON LLP
250 Nicollet Mall, Suite 1150
Minneapolis, MN 55401
asuresh@hinshawlaw.com

David M. Schultz
Margaret A. Hayes
HINSHAW & CULBERTSON LLP
151 North Franklin Street, Suite 2500
Chicago, IL 60606
dschultz@hinshawlaw.com
mahayes@hinshawlaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

136. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court. The Parties agree

that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Notice of the Settlement Class.

137. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

138. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

139. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

140. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect

limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

141. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature page to follow

PLAINTIFF TRACY KNIGHT



Date: 07 / 09 / 2026

PLAINTIFF AARON BROWN

Date: _____

PLAINTIFF TINA IHRKE

Date: _____

PLAINTIFF SHEILA SCHUTZ

Date: _____

PLAINTIFF DANELLE WHITTAKER

Date: _____

PLAINTIFF KATHY MCKENZIE

Date: _____

PLAINTIFF KEIRYN KUEHN

Date: _____

PLAINTIFF KA VANG

Date: _____

PLAINTIFF TRACY KNIGHT

Date: _____

PLAINTIFF AARON BROWN

_____ 

Date: 06 / 24 / 2026

PLAINTIFF TINA IHRKE

Date: _____

PLAINTIFF SHEILA SCHUTZ

Date: _____

PLAINTIFF DANELLE WHITTAKER

Date: _____

PLAINTIFF KATHY MCKENZIE

Date: _____

PLAINTIFF KEIRYN KUEHN

Date: _____

PLAINTIFF KA VANG

Date: _____

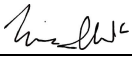
PLAINTIFF TRACY KNIGHT

Date: _____

PLAINTIFF AARON BROWN

Date: _____

PLAINTIFF TINA IHRKE

_____ 

Date: 07 / 02 / 2026

PLAINTIFF SHEILA SCHUTZ

Date: _____

PLAINTIFF DANELLE WHITTAKER

Date: _____

PLAINTIFF KATHY MCKENZIE

Date: _____

PLAINTIFF KEIRYN KUEHN

Date: _____

PLAINTIFF KA VANG

Date: _____

PLAINTIFF TRACY KNIGHT

_____ Date: _____

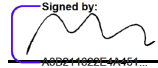
PLAINTIFF AARON BROWN

_____ Date: _____

PLAINTIFF TINA IHRKE

_____ Date: _____

PLAINTIFF SHEILA SCHUTZ

Signed by:

K00241022C-0454

Date: 6/23/2026

PLAINTIFF DANELLE WHITTAKER

_____ Date: _____

PLAINTIFF KATHY MCKENZIE

_____ Date: _____

PLAINTIFF KEIRYN KUEHN

_____ Date: _____

PLAINTIFF KA VANG

_____ Date: _____

PLAINTIFF TRACY KNIGHT

_____ Date: _____

PLAINTIFF AARON BROWN

_____ Date: _____

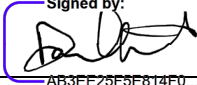
PLAINTIFF TINA IHRKE

_____ Date: _____

PLAINTIFF SHEILA SCHUTZ

_____ Date: _____

PLAINTIFF DANELLE WHITTAKER

 Signed by: _____ Date: 6/29/2026
AB3EE25F5E814F0...

PLAINTIFF KATHY MCKENZIE

_____ Date: _____

PLAINTIFF KEIRYN KUEHN

_____ Date: _____

PLAINTIFF KA VANG

_____ Date: _____

PLAINTIFF TRACY KNIGHT

_____ Date: _____

PLAINTIFF AARON BROWN

_____ Date: _____

PLAINTIFF TINA IHRKE

_____ Date: _____

PLAINTIFF SHEILA SCHUTZ

_____ Date: _____

PLAINTIFF DANELLE WHITTAKER

_____ Date: _____

PLAINTIFF KATHY MCKENZIE

 _____ Date: 06 / 22 / 2026

PLAINTIFF KEIRYN KUEHN

_____ Date: _____

PLAINTIFF KA VANG

_____ Date: _____

PLAINTIFF TRACY KNIGHT

_____ Date: _____

PLAINTIFF AARON BROWN

_____ Date: _____

PLAINTIFF TINA IHRKE

_____ Date: _____

PLAINTIFF SHEILA SCHUTZ

_____ Date: _____

PLAINTIFF DANELLE WHITTAKER

_____ Date: _____

PLAINTIFF KATHY MCKENZIE

_____ Date: _____

PLAINTIFF KEIRYN KUEHN

_____ Date: 06 / 24 / 2026

PLAINTIFF KA VANG

_____ Date: _____

PLAINTIFF TRACY KNIGHT

_____ Date: _____

PLAINTIFF AARON BROWN

_____ Date: _____

PLAINTIFF TINA IHRKE

_____ Date: _____

PLAINTIFF SHEILA SCHUTZ

_____ Date: _____

PLAINTIFF DANELLE WHITTAKER

_____ Date: _____

PLAINTIFF KATHY MCKENZIE

_____ Date: _____

PLAINTIFF KEIRYN KUEHN

_____ Date: _____

PLAINTIFF KA VANG

~~_____~~ (Jun 22, 2026 10:11:50 CDT) Date: 06/22/26

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

Raina Borrelli

Date: 06 / 25 / 2026

RAINA C. BORRELLI
STRAUSS BORRELLI PLLC

Christopher P. Renz

Date: 07 / 10 / 2026

CHRISTOPHER P. RENZ
CHESTNUT CAMBRONNE PA

DEFENDANT

Signed by:



By: Karen Kleinhans

Its CEO

Date: 6/26/2026

COUNSEL FOR DEFENDANT

ANJU SURESH

HINSHAW & CULBERTSON LLP

Date: _____

DAVID M. SCHULTZ

HINSHAW & CULBERTSON LLP

Date: _____

MARGARET A. HAYES

HINSHAW & CULBERTSON LLP

Date: _____

DEFENDANT

By: _____
Its _____

Date: _____

COUNSEL FOR DEFENDANT

/s/ Anju Suresh
ANJU SURESH
HINSHAW & CULBERTSON LLP

Date: 06/26/2026

/s/ David M. Schultz
DAVID M. SCHULTZ
HINSHAW & CULBERTSON LLP

Date: 06/26/2026

Margaret Hayes
MARGARET A. HAYES
HINSHAW & CULBERTSON LLP

Date: 06/26/2026

— EXHIBIT 1 —

CLAIM FORM AND RELEASE

In re Community Dental Care
Case No. 62-CV-25-2490

CD Data Breach Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@CDDataBreach.com
www.CDDataBreach.com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All individuals whose Personal Information was accessed without authorization in the Data Breach, including all those who received a notice of the Data Breach."

Excluded from the Settlement Class are: (1) CD and its officers, directors, and related companies; (2) governmental entities; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Data Security Incident.

You may submit your Claim Form through the Settlement Website, www.CDDataBreach.com, or by completing and signing this Claim Form. To find more information regarding your legal rights and options, including the precise terms of the Settlement Agreement, please visit the Settlement Website or call the toll-free number listed above.

➡ **Claims must be received by [Claims Deadline].** ⬅

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
CD Data Breach Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.CDDataBreach.com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

CD has agreed to pay for a number of Class benefits, which are explained below. All Class Members may enroll in two years of **Medical and Credit Monitoring** from CyEx Medical Shield Pro, and may claim only **one** of two **cash payment** options.

MEDICAL AND CREDIT MONITORING. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. Enrollment codes have been sent to all Class Members by postcard. If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Cash Payment A – Documented Losses. If you incurred actual, unreimbursed, documentarily provable, out-of-pocket losses arising from and actually caused by the Data Breach, you may seek to get back up to **\$5,000.00**. The losses must have occurred between December 20, 2024, and [Claims Deadline].

This benefit covers monetary, out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

This benefit does not cover claims for lost time or other non-monetary losses. You need to send proof that supports your claimed unreimbursed expenses, like bank statements or receipts, to show when the loss occurred and how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those self-prepared notes or papers alone are not enough to make a valid claim. Your proof or notes must show that your expenses were because of the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party. If you make a claim for this benefit, you may not seek Cash Payment B - \$50.00 Alternative Cash Payment.

-OR-

Cash Payment B – Alternative Cash. Instead a payment for documented losses, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online: www.CDDataBreach.com
By email: info@CDDataBreach.com
By toll-free call: (XXX) XXX-XXXX
By mail: Claims Administrator
CD Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

➡ **THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.CDDataBreach.com** ⬅

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@CDDataBreach.com

➡ **Claims must be received by [Claims Deadline].** ⬅

If your contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name

[illegible]

MI

--	--

Class Member Last Name

[illegible]

Entity Name (if Class Member is not an individual)

[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

City

[illegible]

State

--	--

ZIP

--	--	--	--	--

Email Address

[illegible]**Telephone Number**

	-		-	
--	---	--	---	--

Login ID (provided on the postcard sent to all class members)

[illegible]**PIN (provided on the postcard sent to all class members)**[illegible]

If you no longer have your Login ID or PIN, please contact the Administrator.

II. CASH PAYMENT A – DOCUMENTED LOSSES

- ☐ Check this box if you would like to claim reimbursement for actual, unreimbursed documented out-of-pocket losses arising from and actually caused by the Data Breach. You could be eligible to get back up to \$5,000.00. Any claimed lost time will not be eligible for reimbursement. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION IV.**

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

III. CASH PAYMENT B – ALTERNATIVE CASH

- ☐ Check this box if you want to claim a one-time \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III.**

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

[illegible]

☐ **VENMO**
 Telephone number associated with your Venmo account, if different than you provided in Section I:

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

☐ **PHYSICAL CHECK**
Payment will be mailed to the address provided in Section 1.

V. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

		MM	DD	YY

Please print or type your name on the line above.

— EXHIBIT 2 —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE DECEMBER 2024 COMMUNITY DENTAL CARE DATA BREACH, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND MAY ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Community Dental Care (“CD” or “Defendant”), a Minnesota-based nonprofit dental services provider, in a class action lawsuit. This case is about the targeted cyberattack on CD's computer systems that occurred in December 2024 (the “Data Breach”). Certain files that contained private information were allegedly accessed by an unauthorized actor. These files may have contained personal information such as names; health insurance information; dates of birth; medical information; and Social Security numbers.
- The lawsuit is called *In re Community Dental Care*, Case No. 62-CV-25-2490. It is pending in the District Court for Ramsey County, Minnesota (the “Litigation”).
- CD denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- If you received a postcard notifying you of this Settlement, CD's records indicate that you are a Class Member, and may be entitled to one or more benefits under the Settlement. You may have received a previous notice directly from CD.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.CDDataBreach.com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing.	<u> </u> , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will be provided only after any issues with the Settlement are resolved. Please be patient.
- No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defense Counsel, or Proposed Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING	8
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The District Court for Ramsey County, Minnesota, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *In re Community Dental Care*, Case No. 62-CV-25-2490. It is pending in the District Court for Ramsey County, Minnesota. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Community Dental Care, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the December 2024 targeted cyberattack on CD's computer systems, certain files that contained private information were accessed by an unauthorized actor. These files may have contained personal information such as names; health insurance information; dates of birth; medical information; and Social Security numbers.

CD denies the allegations, and denies that it violated any laws or harmed any persons. By agreeing to settle, CD is not admitting liability on any of the factual allegations or claims in the lawsuit, or that the case can or should proceed as a class action. More information about the lawsuit and CD’s position can be found on the Settlement Website in the “Court Documents” section.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Tracy Knight; Aaron Brown (on behalf of minor child A.B.); Tina Ihrke; Sheila Schutz; Danelle Whittaker; Kathy McKenzie; Keiryn Kuehn

(on behalf of minor children H.K. and M.D.); and Ka Vang. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. By preliminarily approving the Settlement and issuing this notice, the Court is not suggesting which side would win or lose if the case went to trial. Both sides have agreed to a Settlement to avoid the costs and risks of litigation and a trial. The Settlement is not an admission of wrongdoing by CD. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals whose Personal Information was accessed without authorization in the Data Breach, including all those who received a notice of the Data Breach.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) CD and its officers, directors, and related companies; (2) governmental entities; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who perpetrated the Data Security Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@CDDataBreach.com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: CD Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.CDDataBreach.com.

The Settlement Benefits

7. What does the Settlement provide?

CD has agreed to pay for a number of Class benefits, which are explained below. All Class Members may enroll in two years of **Medical and Credit Monitoring** from CyEx Medical Shield Pro, and may claim **one** of two **cash payment** options.

MEDICAL AND CREDIT MONITORING. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. Enrollment codes have been sent to all Class Members by postcard. If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Cash Payment A – Documented Losses. If you incurred actual, unreimbursed, documentarily provable out-of-pocket losses arising from and actually caused by the Data Breach, you may seek to get back up to **\$5,000.00**. The losses must have occurred between December 20, 2024, and **[Claims Deadline]**.

This benefit covers monetary, out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

This benefit does not cover claims for lost time or other non-monetary losses. You need to send proof that supports your claimed unreimbursed expenses, like bank statements or receipts, to show when the loss occurred and how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those self-prepared notes or papers alone are not enough to make a valid claim. Your proof or notes must show that your expenses were because of the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party. If you make a claim for this benefit, you may not seek Cash Payment B - \$50.00 Alternative Cash Payment.

-OR-

Cash Payment B – Alternative Cash. *Instead a payment for documented losses,* you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@CDDataBreach.com
- Call toll free, 24/7: **(XXX) XXX-XXXX**
- By mail: CD Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against CD about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal

claims that you give up if you remain in the Class, so read it carefully. The Settlement Agreement is available at www.CDDataBreach.com. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the class, or you are welcome to talk to any other attorney of your choosing at your own expense.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.CDDataBreach.com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

CD Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@CDDataBreach.com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Raina C. Borrelli of Strauss Borrelli PLLC; Christopher P. Renz of Chestnut Cambronne PA, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense, without any right to seek reimbursement of those costs from CD.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$400,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. The amount determined by the court amount will be paid by CD.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by CD.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue CD on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must be in writing have the following information:

- (1) the name of the Litigation: *In re Community Dental Care*, Case No. 62-CV-25-2490, pending in the District Court for Ramsey County, Minnesota;
- (2) your full name, current mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

CD Data Breach Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court in writing to consider your objection:

- (1) the name of the Litigation: *In re Community Dental Care*, Case No. 62-CV-25-2490, pending in the District Court for Ramsey County, Minnesota;
- (2) your full name, current mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (7) whether or not you or your lawyer would like to appear or speak at the Final Approval Hearing;
- (8) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both, with a summary of each witness's testimony;
- (9) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **OBJECTION DATE**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants by **OBJECTION DATE**.

Clerk of the Court	Settlement Administrator
Clerk of the Court District Court for Ramsey County 15 West Kellogg Boulevard St. Paul, MN 55102	CD Data Breach Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendant
Raina C. Borrelli Strauss Borrelli PLLC One Magnificent Mile 980 North Michigan Avenue, Suite 1610 Chicago, Illinois 60611 Christopher P. Renz Chestnut Cambronne PA 100 Washington Avenue South, Suite 1700 Minneapolis, Minnesota 55401	Anju Suresh Hinshaw & Culbertson LLP 250 Nicollet Mall, Suite 1150 Minneapolis, Minnesota 55401 David M. Schultz Margaret A. Hayes Hinshaw & Culbertson LLP 151 North Franklin Street, Suite 2500 Chicago, Illinois 60606

Any Class Member who fails to comply in full with the requirements for objecting waives the right to object or to be heard at the Final Approval Hearing and will be barred from making any objection to the Settlement and shall be bound by the terms of the Agreement, including the Release.

Plaintiffs or CD or both shall have the right, but not the obligation, to respond to any objection by filing a copy of the response with the Court, and serving a copy to the objector or their attorney.

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** **Central Time**, in Room **[Court Room]** of the District Court for Ramsey County, Minnesota, at 15 West Kellogg Boulevard, St. Paul, Minnesota 55102.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check www.CDDataBreach.com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time and meets the other criteria described in **Question 16**. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.CDDataBreach.com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@CDDataBreach.com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: CD Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— EXHIBIT 3 —

Why am I receiving this notice? A Settlement has been reached with Community Dental Care ("CD"), a Minnesota-based nonprofit dental service provider, in a class action lawsuit. The case is about the December 2024 cyberattack on CD's computers (the "Data Breach"). Files containing private information were accessed. CD denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All individuals whose Personal Information was accessed without authorization in the Data Breach, including all those who received a notice of the Data Breach."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can enroll in two years of **Medical and Credit Monitoring** from CyEx Medical Shield Pro.

YOUR ENROLLMENT CODE IS: «**EnrollmentCode**»

Visit www.EnrollmentWebsite.com to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

ADDITIONALLY, if you have unreimbursed documented losses you could be eligible to get back up to \$5,000 from Cash Payment A – Documented Losses. *Instead of* a payment for

documented losses, you can get a one-time \$50 cash payment from Cash Payment B – Alternative Cash.

Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call (XXX) XXX-XXXX. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue CD for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at 15 West Kellogg Boulevard, St. Paul, Minnesota 55102, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$400,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



www.CDDataBreach.com



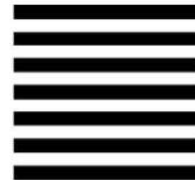
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IN THE
UNITED STATES



CD Data Breach Settlement
c/o Settlement Administrator
P.O. Box **[PO Box Number]**
Santa Ana, CA 92799-9958

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Notify us if your contact information is different from what is shown above, or changes after submitting this form.

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