

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you received notice of a June 2024 data breach that involved Clay-Platte Family Medicine Clinic, P.C., Summit Family and Sports Medicine, Clay Platte Family Medicine Clinic P.C. and Barry Pointe Family Care P.C., you may be entitled to receive a payment and other benefits from a class action settlement

The United States District Court for the Western District of Missouri authorized this Notice.

A proposed class action settlement has been reached in the lawsuit captioned: *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.*, Case No. 4:24-cv-00704-SRB (W.D. Mo.). If approved by the Court, the Settlement will resolve the class action lawsuit that was brought in response to the data security incident disclosed by Defendants that occurred on or around June 26, 2024.

Under the terms of the settlement, the Clay-Platte defendants agreed to establish a fund of \$1,000,000.00 that will be used to pay for the following forms of relief:

1. **Reimbursement for Documented Losses.** If you spent money or incurred losses as a result of the Data Breach, you may submit a claim for reimbursement of up to \$15,000. Supporting documentation for losses related to the data security incident is required.
 2. **Cash Fund Payment:** In lieu of submitting a claim for a Documented Loss Payment, you may elect to receive a Cash Fund Payment. Cash Fund Payments will be distributed on a pro rata basis, meaning that the available funds will be divided equally among all eligible claimants who elect this option. The amount of any payment is not guaranteed and will depend on the number of approved Documented Loss claims and other required expenses.
 3. **Free Medical and Credit Monitoring Services:** You can submit a claim to enroll in three years of CyEx Medical Shield Total, a medical and three-bureau credit monitoring service designed to protect against medical identity theft and fraud.
- **Business Practice Commitments:** Defendants have agreed to implement and maintain certain business practice commitments relating to their information security program for at least five years following the effective date of the Settlement.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: SEPTEMBER 30, 2026	Submitting a Claim Form is the only way to receive Settlement Benefits. Only Participating Settlement Class Members, <i>i.e.</i>, Settlement Class Members who do not exclude themselves from the Settlement, are eligible to submit a Claim Form. More information about submitting a Claim Form is available at FAQ #12.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: SEPTEMBER 6, 2026	Excluding yourself from the Settlement (or “opting out”) is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants or other Released Parties for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits. More information about excluding yourself is available at FAQ #18.
OBJECT TO THE SETTLEMENT DEADLINE: SEPTEMBER 6, 2026	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you <u>cannot</u> object to it. If you object to the Settlement, you may still submit a Claim Form. More information about objecting is available at FAQ #21.
ATTEND THE FINAL APPROVAL HEARING SEPTEMBER 29, 2026	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. You are <u>not</u> required to attend the Final Approval Hearing. More information about the Court’s Final Approval hearing is available at FAQ #23.
DO NOTHING	If you do nothing, you will not receive any of the Settlement Benefits and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against the Defendants and other Released Parties for the claims this Settlement resolves.

- 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. No Settlement Benefits will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is there a Notice?

You received this notice because your personal information may have been compromised in a data security incident involving the Clay-Platte defendants that occurred in or about June 2024. A Court authorized this notice because you have a right to know how the proposed settlement may affect your rights.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

Plaintiffs allege that on or around June 26, 2024, cybercriminals obtained unauthorized access to Defendants’ servers and exfiltrated personally identifiable information and protected health information of approximately 53,916 current and former patients of Defendants (the “Data Breach”). The information potentially accessed included names, Social Security numbers, dates of birth, addresses, confidential medical information, gender, and telephone numbers.

Defendants deny that they did anything wrong, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Instead, Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of further litigation.

The specific legal claims alleged by the Plaintiffs can be viewed in Plaintiffs' First Amended Complaint, which is available on the Settlement Website, www.CPFMSettlement.com.

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the "Plaintiffs" or "Named Plaintiffs") bring claims on behalf of a larger group of people who have similar claims (the "Settlement Class" or "Settlement Class Members"). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from the Settlement Class. Under the Settlement, members of the Settlement Class who do not exclude themselves from the Settlement are referred to as "Participating Settlement Class Members."

4. Why is there a Settlement?

The Plaintiffs and the Defendants disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants (collectively referred to as the "Parties"). Instead, the Parties have agreed to settle the Action after considering the risks and uncertainties of continuing the lawsuit, and all factors related to the Settlement. The Parties believe that this Settlement is fair, reasonable, adequate, and in the best interests of themselves and the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you received this Notice. The Settlement Class includes approximately 53,916 individuals residing in the United States who were sent notification by Defendants that their personal information and/or protected health information was potentially compromised as a result of the data security incident.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the Settlement Class specifically excludes: (i) Defendants; (ii) any judge or magistrate presiding over the Action and members of their immediate families and judicial staff; and (iii) any person who timely and validly requests exclusion.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are included in this Settlement, you can contact the Settlement Administrator for free assistance by calling toll-free 1-(866) 488-4298, emailing info@CPFMSettlement.com or writing to CFM Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, Defendants will create a \$1 million Settlement Fund to pay for settlement benefits and Court-approved costs.

1. **Free Credit and Medical Monitoring:** All Settlement Class Members who submit a valid claim can receive three (3) years of free Medical and Credit Monitoring Services through CyEx Medical Shield Total.

These services include:

- Credit monitoring from all three bureaus
- Monitoring of medical and healthcare information
- Dark web monitoring
- Fraud alerts and identity theft protection
- Up to \$1 million in identity theft insurance
- Access to customer support and fraud resolution services

2. **Payment Options:** In addition to monitoring services, you may choose one of the following:

- A. Documented Loss Payment (up to \$15,000):** You can receive reimbursement for out-of-pocket losses related to the data security incident, such as:
- Fraud or identity theft losses
 - Fees for attorneys, accountants, or credit repair services
 - Expenses like postage, mileage, or phone charges
 - Costs for credit monitoring or other protective services incurred after June 26, 2024

To receive this payment, you must provide supporting documentation (such as receipts, statements, or invoices) for losses related to the data security incident. Claims cannot be based on a statement alone.

- B. Cash Fund Payment:** Instead of claiming documented losses, you may choose a Cash Fund Payment.
- These payments will be divided equally (pro rata) among all eligible claimants who choose this option.
 - The amount you receive will depend on:
 - how many people submit valid claims, and
 - how much money remains in the Settlement Fund after other payments are made.

The amount of a Cash Fund Payment is not guaranteed and will depend on the number of claims.

9. Are there other Settlement Benefits?

Yes. Defendants have also agreed to certain business practice commitments and remedial measures. More information about the Settlement Benefits, including Defendants' business practice commitments, is available on the Settlement Website, www.CPFMSettlement.com.

10. What am I giving up in order to receive a Settlement Benefit or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class as a Participating Settlement Class Member. If the Settlement is approved and becomes final, all of the Court's orders pertaining to the Settlement will apply to you and will legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendants and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement and Release ("Settlement Agreement"). The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

The Released Claims are defined as: any and all claims or causes of action of every kind and description, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, in law or equity, that the Releasing Parties had, have, or may in the future have, that were or could have been asserted or alleged arising out of or relating to the Data Breach, Defendants' information security policies and practices, or Defendants' maintenance, storage, or handling of PII/PHI, and that arise out of the same nucleus of operative facts as the claims asserted in the Action.

For more information, please refer to the Settlement Agreement, which is available on the Settlement Website at www.CPFMSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Benefits?

Participating Settlement Class Members must submit a Claim Form in order to receive Settlement Benefits. Visit www.CPFMSettlement.com to submit a claim online or to download a full Claim Form to complete and return by mail.

Claim Forms must be submitted online by **September 30, 2026**. Claim Forms submitted by mail must be received or postmarked no later than **September 30, 2026**.

Completed Claim Forms along with supporting documentation, if required, must be mailed to the Settlement Administrator at the following address:

CFM Settlement

Questions? Visit www.CPFMSettlement.com or call toll-free 1-(866) 488-4298.

Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

13. Can I request a Claim Form?

Yes. Participating Settlement Class Members can also request that a Claim Form be mailed to them by calling toll-free 1-(866) 488-4298 or by writing to the Settlement Administrator.

Mail: CFM Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: info@CPFMSettlement.com

14. What happens if my contact information changes after I submit a Claim Form?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number (or Claim number if submitted online) with any written requests to assist the Settlement Administrator in identifying you.

15. When and how will I receive the Settlement Benefits?

If you submit a valid claim for Medical and Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes final. The email will be sent to the email address that you provide on your Claim Form.

Payments will also be issued by the Settlement Administrator only after the Settlement is approved and becomes final and sent via the payment you selected on your Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your contact or payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Benefits can be issued. Please be patient and check www.CPFMSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed J. Austin Moore of Stueve Siegel Hanson LLP, Maureen M. Brady of McShane & Brady, LLC, and Phyllis A. Norman of Norman & Graves LLC as Class Counsel to represent the Settlement Class. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

J. Austin Moore STUEVE SIEGEL HANSON LLP 460 Nichols Road, Suite 200 Kansas City, MO 64112	Maureen M. Brady MCSHANE & BRADY, LLC 4006 Central Kansas City, MO 64111	Phyllis A. Norman NORMAN & GRAVES LLC 4505 Madison Avenue, Suite 220 Kansas City, MO 64111
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17. How will Class Counsel be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel will ask the Court to award them attorneys' fees of up to one-third (33.33%) of the Settlement Fund, and for reimbursement of reasonable costs and expenses, to be paid from the Settlement Fund. Class Counsel may also request that the Court approve Service Award payments for the Named Plaintiffs in an amount not to exceed \$2,500 each. Service Awards, if approved, shall be paid from the Settlement Fund. The Court may award less than these amounts.

The Court will decide the amount of fees and costs and expenses to be paid. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by September 29, 2026 and will be available to view on the settlement website at www.CPFMSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendants and/or the other Released Parties on your own based on the claims raised in this Action or released by this Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Settlement Class Member who does not timely submit a Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself, herself, or themselves from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail the Settlement Administrator written notice of a request for exclusion, which includes:

1. The case name or similar identifying words such as “Clay Platte Data Breach Lawsuit”;
2. Your name, address, and telephone number;
3. A clear statement you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the proposed Settlement Class in *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.*, Case No. 4:24-cv-00704-SRB (W.D. Mo.) in the United States District Court for the Western District of Missouri; and
4. Your signature

Settlement Class Members who want to exclude themselves or “opt-out” of the Settlement must submit a Request for Exclusion to the Settlement Administrator by mail at the address below, so it is received by **September 6, 2026**, or received with a postmark date no later than **September 6, 2026**.

CFM Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with these requirements will lose the opportunity to be excluded from the Settlement and will be bound by the Settlement.

19. If I exclude myself, can I still receive Settlement Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Benefits if you stay in the Settlement and submit a valid and timely Claim Form.

20. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and the other Released Parties for the claims resolved by this Settlement. You must exclude yourself from the Settlement if you want to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the other Released Parties for the same legal claims. If you have a pending lawsuit, you should speak with your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

Participating Settlement Class Members who wish to object to the Settlement or Class Counsel's Fee Application must submit their written objection to the Settlement Administrator by mail at the address below, so it is received by or received with a postmark date no later than **September 6, 2026**.

CFM Settlement
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

The written objection must include:

1. The name of the proceedings;
2. Your full name, address, and telephone number;
3. State with specificity the grounds for the objection, as well as any documents supporting the objection;
4. A statement as to whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class;
5. The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
6. The name and address of any attorneys representing you with respect to the objection;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
8. A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and
9. You or your attorney's signature.

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with these requirements waives the right to object or to be heard at the Final Approval Hearing (see [FAQ #23](#)) and shall be forever barred from making any objection to the Settlement.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **September 29, 2026** in Courtroom **7B**, located at 400 E. 9th Street, Courtroom 7B, Kansas City, MO 64106.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.CPFMSettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve the Settlement as final and whether to approve Class Counsel's application for an award of attorneys' fees and expenses, and Service Awards for the Named Plaintiffs.

If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*see* [FAQ #21](#)), the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate your intent to do so in your written objection (*see* [FAQ #21](#)). Your objection must state that it is your intention to appear at the Final Approval Hearing and must indicate if your attorney intends to appear and speak for you at the Final Approval Hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Participating Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.CPFMSettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail: CFM Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: info@CPFMSettlement.com

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**