

Exhibit A

(Settlement Agreement)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Breanna Highfill, T.R., D.S., T.S., Charles Leap, Rachel Taylor, Travis Taylor, K.H., H.F., David Dempsey, C.C. on behalf of minor child A.C., Joshua Sartin, and Maria Dunn (together, “Plaintiffs”), named plaintiffs in *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.*, Case No. 4:24-cv-00704-SRB (W.D. Mo.), individually and on behalf of Participating Settlement Class Members (as defined below), and Defendants Clay-Platte Family Medicine Clinic, P.C., Nathan D. Granger d/b/a Summit Family and Sports Medicine, Cobblestone Family Medicine Clinic d/b/a Clay Platte Family Medicine Clinic P.C. and Barry Pointe Family Care, LLC d/b/a Barry Pointe Family Care P.C. (collectively, “Defendants”) (Plaintiffs and Defendants collectively, the “Parties”), subject to approval by the United States District Court for the Western District of Missouri.

I. RECITALS

WHEREAS, Plaintiffs filed this putative class action against Defendants relating to a data security incident on or around June 26, 2024, during which there was unauthorized access to Defendants’ network environment by a third-party cybercriminal that may have acquired impacted individuals’ personal information and/or protected health information (“PII/PHI”);

WHEREAS, on January 27, 2025, Plaintiffs filed an Amended Class Action complaint asserting causes of action for (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) breach of fiduciary duty of confidentiality; (5) invasion of privacy by public disclosure of private facts; (6) invasion of privacy; (7) negligent training and supervision; and (8) violations of Missouri’s Merchandising Practices Act (“MMPA”), Mo. Rev. Stat. §§ 407.010, *et seq.*

WHEREAS, after a motion to dismiss was fully briefed by the Parties, on November 30, 2025, the Court issued an order granting in part, and denying in part Defendants’ motion to dismiss;

WHEREAS, in an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing settlement and scheduled mediation with experienced mediator, Thomas V. Bender with the firm of Horn Aylward & Bandy, LLC;

WHEREAS, the Parties participated in an all-day mediation on September 2, 2025 and, after arm’s length negotiations with experienced counsel and with assistance from the mediator, the Parties reached agreement on key terms of this class-wide settlement;

WHEREAS, Defendants deny all liability and deny that they engaged in any wrongdoing, and Plaintiffs repudiate Defendants’ contentions and maintain that they have meritorious claims;

WHEREAS, the Parties have engaged in arm’s-length settlement discussions and have reached an agreement on the essential terms of settlement reflected in a binding term sheet (the “Term Sheet”);

WHEREAS, the Parties desire to settle and compromise all claims asserted, or which could have been asserted, in the Action, and avoid the expense, delay, and uncertainty of continued litigation;

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the class action lawsuit captioned *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.*, Case No. 4:24-cv-00704-SRB, pending in the United States District Court for the Western District of Missouri.

2. “Approved Claim” means a timely submitted Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator.

3. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will be no later than seventy-five (75) days from the Notice Date (as defined below), as set forth in the Preliminary Approval Order.

4. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

5. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for Settlement benefits, which is attached hereto as Exhibit 2.

6. “Class Counsel” means J. Austin Moore of Stueve Siegel Hanson LLP, Maureen M. Brady of McShane & Brady, LLC, and Phyllis A. Norman of Norman & Graves LLC.

7. “Court” means the United States District Court for the Western District of Missouri, before the Honorable Stephen R. Bough, or any other judge of that court to whom the Action may hereafter be assigned.

8. “Data Incident” means the data security incident that occurred on or around June 26, 2024, as referenced in Defendants’ notifications to potential Settlement Class Members.

9. “Defendants’ Counsel” means counsel of record for Defendants in the Action.

10. “Documented Loss(es)” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party. Documented Losses may include, without limitation, unreimbursed costs associated with fraud or identity theft, including professional fees (including attorneys’ fees and accountants’ fees) and fees for credit repair services, and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance

telephone charges, as well as costs for credit monitoring or other mitigation services that were incurred on or between June 26, 2024 and the Notice Deadline.

11. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one business day following entry of the Final Approval Order and Judgment if there are no objectors and no parties have standing to appeal; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

12. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

13. “Fee Application” means any motion for an award of attorneys’ fees and Litigation Costs and Expenses to be paid from the Settlement Fund, as set forth in Paragraphs 81-83.

14. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

15. “Final Approval Order and Judgment” means an order and judgment entered by the Court after the Final Approval Hearing that finally approves the Settlement, certifies the Settlement Class for settlement purposes, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23.

16. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to enter the Final Approval Order and Judgment.

17. “Litigation Costs and Expenses” means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action.

18. “Medical and Credit Monitoring Services” means CyEx Medical Shield Total services made available to Settlement Class Members. Medical Shield Total is an online identity and medical fraud monitoring solution that, at a minimum, includes: (i) three-bureau credit monitoring; (ii) monitoring of healthcare-related identifiers, including health insurance plan numbers, Medical Record Numbers (MRN), Medical Beneficiary Identifiers (MBI), National Provider Numbers (NPI), and International Classification of Diseases (ICD) codes; (iii) dark web monitoring; (iv) high-risk transaction monitoring and real-time authentication alerts; (v) health savings account monitoring; (vi) security freeze assistance; (vii) access to victim assistance and customer support services; and (viii) identity theft insurance coverage with limits of up to \$1,000,000.

19. “Named Plaintiffs” means the individuals identified as plaintiffs in the operative complaint in the Action and approved as class representatives by the Court for purposes of this Settlement.

20. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after payment of: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Award Payments approved by the Court; (iv) Fee Award and Costs; and (v) costs of Medical and Credit Monitoring Services.

21. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form approved by the Court. Drafts of the email notice, postcard notice, and long form notice for inclusion on the Settlement Website are attached as Exhibit 1.

22. “Notice Date” means the date on which Notice is first disseminated to Settlement Class Members by the Settlement Administrator pursuant to the Preliminary Approval Order.

23. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement Fund.

24. “Objection Deadline” means the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, as set forth in the Preliminary Approval Order.

25. “Opt-Out Deadline” means the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, as set forth in the Preliminary Approval Order.

26. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

27. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, consistent with this Agreement.

28. “Reasonable Documentation” means documentation supporting a claim for Documented Loss(es) including, but not limited to credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Loss(es) cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting documentation.

29. “Released Claims” means 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 Incident, 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.

30. “Released Parties” means Defendants and their past, present, and future direct and indirect heirs, assigns, partners, associates, corporations, members, divisions, affiliated companies, predecessors, successors, directors, officers, employees, agents, vendors, insurers, reinsurers, benefit plans, managers, administrators, executors, trustees, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, retailers, and subrogees and assigns of any of the foregoing.

31. “Releasing Parties” means the Named Plaintiffs and Participating Settlement Class Members.

32. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

33. “Service Award Payment” means compensation awarded by the Court and paid to the Named Plaintiffs in recognition of their role in this litigation.

34. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Agreement.

35. “Settlement Administrator” means the Angeion Group International, LLC or any other notice and claims administration provider selected by the Parties and approved by the Court.

36. “Settlement Class” means the 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 Incident. Excluded from the Settlement Class are: (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.

37. “Settlement Class List” means the list generated by Defendants containing the full names, current or last known addresses, and email addresses (to the extent available) for all persons who fall within the definition of the Settlement Class, which Defendants shall provide to the Settlement Administrator within ten (10) days after entry of the Preliminary Approval Order.

38. “Settlement Fund” means one million dollars (\$1,000,000.00) to be paid or cause to be paid by Defendants as specified in this Agreement, including any interest accrued thereon after payment. The Settlement Fund constitutes the full extent of Defendants’ monetary obligations under this Agreement, except for Defendants’ obligations to implement the business practice commitments set forth in Section VI.

39. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Fee Application, and the operative complaint in the Action. The Settlement Website shall also include

a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

40. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund.

III. SETTLEMENT FUND

41. **Establishment of Settlement Fund.** Within thirty (30) days of entry of the Preliminary Approval Order and receipt of a W-9 and corresponding payment instructions, Defendants shall fund or cause to fund the \$1,000,000.00 into the Escrow Account.

42. **Qualified Settlement Fund.** The Settlement Fund shall be held in an interest-bearing account insured by the FDIC (or equivalent), except as may be reasonably necessary during check-clearing or electronic payment processing. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. Defendants, Defendants’ Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants’ Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

43. The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by Plaintiffs or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Plaintiffs and Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of any funds from the Settlement Fund pursuant to this Agreement.

44. **Use of the Settlement Fund.** The Settlement Fund shall be used to pay: (i) Approved Claims for Documented Losses and Cash Fund Payments; (ii) costs of Medical and Credit Monitoring Services; (iii) Notice and Administrative Expenses; (iv) Taxes and Tax-Related Expenses; (v) Court-approved Service Award Payments; and (vi) any Court-approved Fee Award and Costs. Taxes and Tax-Related Expenses may be paid from the Settlement Fund as incurred without further order of the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. All funds held in the Settlement Fund shall be deemed to be *in custodia legis* of the Court and shall remain subject to the Court’s jurisdiction until fully distributed pursuant to this Agreement.

45. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Agreement is terminated as described herein.

IV. SETTLEMENT BENEFITS

46. **Settlement Class Benefits.** Each Settlement Class Member who submits a timely and valid Claim Form may elect to receive either a Documented Loss Payment or a Cash Fund Payment, as described below. In addition, all Settlement Class Members who submit a timely and valid Claim Form may elect to receive Medical and Credit Monitoring Services, as described in subparagraph (c) below:

- a. **Documented Loss Payment.** Settlement Class Members may submit a claim for a Settlement Payment of up to Fifteen Thousand Dollars (\$15,000.00) as reimbursement for actual and unreimbursed losses that are fairly traceable to the Data Incident. To receive a payment for a Documented Loss, a Settlement Class Member must submit a timely and valid Claim Form electing this benefit and must provide: (i) an attestation under penalty of perjury describing the claimed losses; and (ii) Reasonable Documentation supporting the claimed losses.
- b. **Cash Fund Payment.** In lieu of a Documented Loss Payment, Settlement Class Members may elect to receive a Cash Fund Payment from the portion of the Net Settlement Fund, if any, remaining after payment of all Approved Claims for Documented Losses, to be distributed on a *pro rata* basis such that each eligible Participating Settlement Class Member receives an equal share of the remaining Net Settlement Fund available for Cash Fund Payments.
- c. **Medical and Credit Monitoring Services.** All Settlement Class Members who submit a timely and valid Claim Form are eligible to elect three (3) years of Medical and Credit Monitoring Services at no cost to the Settlement Class Member.

47. **Cash Fund Payment Calculation.** After payment of all Court-approved Notice and Administrative Expenses, Taxes and Tax-Related Expenses, Medical and Credit Monitoring Services, Service Awards, and Fee Award and Costs, and after payment of all Approved Claims for Documented Loss Payments, the Settlement Administrator shall distribute the remaining Net Settlement Fund, if any, to Settlement Class Members who submitted timely and valid Claim Forms electing or defaulting into a Cash Fund Payment on a *pro rata* basis. Settlement Class Members who elect a Cash Fund Payment shall not be eligible to also receive a Documented Loss Payment.

48. **Pro Rata Reduction of Documented Loss Payments.** In the event that the aggregate amount of all Approved Claims for Documented Loss payments exceeds the total amount of the Net Settlement Fund, then the value of each Documented Loss payment shall be reduced on a *pro rata* basis such that the aggregate value of all Documented Loss payments does

not exceed the Net Settlement Fund. In such event, no portion of the Net Settlement Fund shall be available for or distributed as Cash Fund Payments.

49. **Review of Documented Loss Payment Claims.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation submitted reflects a valid Documented Loss Payment claim, but may consult with Class Counsel in making individual determinations. In evaluating whether a claimed loss is fairly traceable to the Data Incident, the Settlement Administrator may consider, among other factors, (i) the timing of the claimed loss; and (ii) whether the type of personal information involved in the Data Incident could reasonably be used to cause the claimed loss. The Settlement Administrator may contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to request additional information or clarification prior to making a determination. The Settlement Administrator's determinations shall be final and binding.

50. **Deficient Claims and Cure Process.** If the Settlement Administrator determines that a claim for a Documented Loss Payment is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiency and provide the Settlement Class Member with twenty-one (21) days to cure the deficiency. Such notification shall be sent via e-mail if an e-mail address is provided, and otherwise by U.S. mail. If cure materials are submitted, the Settlement Administrator shall complete its review within a reasonable time and notify the Settlement Class Member of its determination. If the Settlement Class Member fails to cure the deficiency within the cure period, or if the Settlement Administrator determines that the claim remains invalid after review of the cure submission, the claim shall be denied.

51. **Default to Cash Fund Payment for Denied Documented Loss Claims.** If a Settlement Class Member submits a Claim Form that elects a Documented Loss Payment but fails to provide Reasonable Documentation or fails to cure a deficiency which results in the denial of the entire claim for Documented Loss Payment, the Settlement Administrator shall treat that Claim Form as an election for a Cash Fund payment, provided the Claim Form is otherwise timely and valid. In addition, if a Settlement Class Member submits a valid claim for a Documented Loss Payment and the amount of the Cash Fund Payment ultimately calculated pursuant to Paragraph 47 exceeds the amount of the Approved Documented Loss payment, the Settlement Administrator shall instead issue the Cash Fund Payment to that Settlement Class Member.

52. **Settlement Payment Methods.** Settlement Class Members shall be provided the option to receive any Settlement Payment due to them pursuant to this Agreement via electronic means, including but not limited to PayPal, Venmo, or Zelle, as determined by the Settlement Administrator. Settlement Class Members who do not select an electronic payment method shall receive payment by check sent via U.S. Mail.

53. **Medical and Credit Monitoring Services Activation.** Within thirty (30) days after the Effective Date, the Settlement Administrator shall send an activation code to each Participating Settlement Class Member who elected Medical and Credit Monitoring Services. The activation code may be used to enroll in Medical and Credit Monitoring Services. Activation codes shall be sent via email unless the claimant did not provide an email address, in which case the

activation code shall be sent via U.S. Mail. Participating Settlement Class Members shall have at least ninety (90) days from the date the activation code is sent to enroll/activate Medical and Credit Monitoring Services. CyEx shall provide Medical and Credit Monitoring Services to all Settlement Class Members who timely activate those services for a period of three (3) years from the date of activation.

V. CLAIMS PROCESS AND DISTRIBUTION

54. **Claims Submission.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a settlement website or by U.S. mail. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

55. **Determination of Claims.** The Settlement Administrator shall verify that each claimant is a Settlement Class Member and shall determine eligibility and benefit amounts consistent with this Agreement, the Notice, and the Claim Form as approved by the Court. The Settlement Administrator may contact claimants to request clarification or additional documentation. The Settlement Administrator may in its discretion implement such reasonable procedures and safeguards as it deems appropriate to prevent the submission and payment of fraudulent, duplicative, or ineligible claims.

56. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check.

57. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

58. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator may undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid

and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

59. **Unclaimed Funds.** No portion of the Settlement Fund shall revert or be repaid to Defendants after the Effective Date. Any residual funds remaining after distribution of all Settlement benefits, and after reasonable efforts to reissue payments and/or provide alternative disbursement, shall be distributed in accordance with applicable state unclaimed property laws. If distribution pursuant to applicable unclaimed property laws is not economically feasible, such funds shall be distributed as otherwise proposed by the Parties and approved by the Court.

VI. BUSINESS PRACTICE COMMITMENTS

60. **Business Practice Commitments.** Within thirty (30) days after the Effective Date, Defendants shall provide to Class Counsel a declaration attesting that the business practice enhancements that have been implemented or are in the process of implementation consistent with this Agreement. Such declaration shall be treated as confidential and used solely for purposes of monitoring and enforcing this Agreement. Defendants agree to maintain and implement these business practice enhancements and remedial measures for a period of no less than five (5) years following the Effective Date adjusted proportionally related to Defendants' business operations in effect during that period. These enhancements will generally include:

- a. **Cybersecurity Training and Awareness.** Defendants will maintain and enhance cybersecurity training programs for their workforce, including education on protecting sensitive personal information and recognizing common security threats.
- b. **Data Security Policies.** Defendants will maintain and implement written policies and procedures governing the handling and protection of sensitive personal information, and provide appropriate training on those policies.
- c. **Technical Safeguards.** Defendants will maintain commercially reasonable technical and administrative safeguards to protect personal information.
- d. **Access Controls.** Defendants will maintain controls to ensure that access to personal information is limited to authorized personnel with a legitimate business need.
- e. **Monitoring and Incident Response.** Defendants will maintain systems and procedures to monitor for, detect, and respond to potential security incidents involving personal information.

61. **Costs.** All costs associated with implementing and maintaining the business practice commitments set forth in this Section shall be borne exclusively by Defendants and shall not be paid from or charged against the Settlement Fund.

VII. SETTLEMENT CLASS NOTICE

62. **Class List.** Within ten (10) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator.

63. **Notice Plan.** As soon as practicable after receipt of the Class List, and no later than thirty (30) days after receipt of the Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class via U.S. mail to all Settlement Class Members and also via e-mail to Settlement Class Members whose e-mail addresses are known. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline.

VIII. OPT-OUTS AND OBJECTIONS

64. **Requests for Exclusion.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than fifty (50) days after the Notice Date. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement even if that Settlement Class member does not submit an Approved Claim.

65. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement Administrator postmarked no later than fifty (50) days after the Notice Date. The written objection must include (i) the name of the proceeding; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph 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.

IX. DUTIES OF THE SETTLEMENT ADMINISTRATOR

66. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement as specified in this Agreement and the Preliminary Approval Order, including, but not limited to, the following:

- a. Establishing and maintaining the Settlement Website;

- b. Establishing, administering, and overseeing the Settlement Fund and Escrow Account in accordance with this Agreement;
- c. Receiving the Settlement Class List from Defendants and using it for the purpose of disseminating Notice to Settlement Class Members;
- d. Providing Notice to Settlement Class Members via U.S. Mail and/or email in the manner approved by the Court;
- e. Working with the provider of Medical and Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and responding to inquiries within a reasonable period of time;
- g. Responding to mailed or emailed inquiries from Settlement Class Members within a reasonable period of time;
- h. Reviewing, determining the validity of, and processing all Claim Forms submitted by Settlement Class Members in accordance with this Agreement;
- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing copies thereof to Class Counsel and Defendants' Counsel within three (3) business days after the applicable Opt-Out Deadline and Objection Deadline. If the Settlement Administrator receives any Requests for Exclusion or objections after those deadlines, it shall promptly provide copies to counsel;
- j. After the Effective Date, calculating, processing, and transmitting Settlement Payments to Participating Settlement Class Members;
- k. Providing periodic reports to Class Counsel and Defendants' Counsel regarding the status of the Settlement administration, including information concerning the number of Claim Forms received, Approved Claims, denied claims, Settlement Payments issued, checks negotiated, undeliverable mail, and amounts remaining in the Settlement Fund;
- l. In advance of the Final Approval Hearing, preparing an affidavit or declaration for submission to the Court attesting to implementation of Notice in accordance with the Preliminary Approval Order and identifying each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- m. Implementing reasonable procedures and safeguards, in its discretion, to prevent the submission and payment of fraudulent, duplicative, or ineligible claims;

- n. Performing such other functions related to Settlement administration as may be reasonably necessary to effectuate the Settlement in accordance with this Agreement and the orders of the Court.

67. **Limitation of Liability.** The Parties, Class Counsel, and Defendants' Counsel shall have no liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of its designees or agents, in connection with the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses, except in the case of gross negligence, willful misconduct, or fraud by such Party. The Settlement Administrator shall have no liability with respect to any act or omission made in good faith reliance on a Court order, the express terms of this Agreement, or the written instructions of Class Counsel or Defendants' Counsel.

68. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendants' Counsel from and against any third party claims, liabilities, losses, damages, or expenses (including reasonable attorneys' fees) arising out of the Settlement Administrator's gross negligence, willful misconduct, or fraud in connection with the administration of the Settlement, including the Notice Plan, the management or distribution of the Settlement Fund, or the processing of claims.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

69. **Certification of Settlement Class.** For purposes of this Settlement only, the Parties stipulate to certification of the Settlement Class, contingent upon the Court entering the Final Approval Order and Judgment and the occurrence of the Effective Date.

70. **CAFA Notice.** Defendants shall comply with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, as applicable. Defendants may fulfill their obligations under this Paragraph through the Settlement Administrator. Any costs associated with providing CAFA notice shall be treated as Notice and Administrative Expenses and may be paid from the Settlement Fund.

71. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion to permit issuance of class notice and for preliminary approval of the Settlement on or before March 31, 2026.

72. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after Defendants notify the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

73. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XI. MODIFICATION AND TERMINATION

74. **Modification.** The terms and provisions of this Agreement may be amended by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Preliminary Approval Order, the Parties may by written agreement effect amendments that do not materially alter the rights of Settlement Class Members if such changes are consistent with the Court's Preliminary Approval Order.

75. **Termination.** Settlement Class Representatives and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so within seven (7) days of: (1) the Court's refusal to issue the Preliminary Approval Order; or (2) within fourteen (14) days of any of the following: (i) the Court's refusal to enter the Final Approval Order and Judgment, or (ii) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

76. **Right to Terminate.** Defendants shall have the sole option to terminate this Agreement if more than 75 Settlement Class Members opt-out of the Settlement. Defendants shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period and receipt of the list of Requests for Exclusion from the Settlement Administrator.

77. **Effect of Termination.** In the event of termination, this Agreement and Settlement shall be null and void and the Parties shall return to the status quo ante as if they had not entered into this Agreement. In such event, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved; 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 purposes; and the terms and provisions of this Agreement shall not be used in this Action or in any other action or proceeding for any purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

78. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants consistent with the respective contributions as described herein. However, Defendants shall have no right to seek from Plaintiffs,

Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XII. RELEASES

79. **Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged the Released Parties from any and all Released Claims.

80. **Unknown Claims.** The Released Claims include Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, Plaintiffs shall also be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law(s) of any state, the District of Columbia, or territory of the United States, by federal law(s), or principle of common law, or the law of any jurisdiction outside of the United States, which is/are similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts or law in addition to or different from those they know or believe to be true with respect to a Released Claim (including Unknown Claims), but that it is their intention to fully, finally, and forever settle and release the Released Claims (including Unknown Claims).

81. The 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. It is further agreed that this Settlement may be pleaded as a complete defense to any proceeding subject to this Action.

82. **Release of Named Plaintiffs and Class Counsel.** As of the Effective Date, Defendants and their representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys absolutely and unconditionally release and discharge the Named Plaintiffs and Class Counsel from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, that result from,

arise out of, are based upon, or relate to prosecution of this action, this Agreement, or the Settlement claims process (except to enforce this Agreement).

XIII. SERVICE AWARD PAYMENTS

83. **Service Awards.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel may move the Court for service award payments not to exceed \$2,500 each for the Named Plaintiffs. Service Awards, if approved, shall be paid from the Settlement Fund by the Settlement Administrator within thirty (30) days of the Effective Date.

84. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XIV. ATTORNEYS' FEES, COSTS, EXPENSES

85. **Attorneys' Fees and Expenses.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel may move the Court for an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund, and for reimbursement of reasonable costs and expenses, to be paid from the Settlement Fund.

86. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and litigation costs and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the attorneys' fees and/or costs or expenses shall constitute grounds for termination of this Agreement.

87. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Defendants shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

XV. MISCELLANEOUS

88. **No Admission of Liability.** This Agreement constitutes a compromise and settlement of disputed claims. Nothing in this Agreement shall be deemed an admission of wrongdoing or liability by Defendants. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Amended Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter 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.

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 investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted 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.

89. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement.

90. **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 breach, whether prior, subsequent, or contemporaneous, of this Agreement.

91. **Binding Effect.** This Agreement shall be binding upon, and inure to and for the benefit of, successors and assigns of the Releasing Parties and the Released Parties.

92. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties regarding the Settlement, and supersedes all prior negotiations and agreements, including the Term Sheet, except as expressly incorporated herein.

93. **Governing Law.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri, without regard to choice-of-law principles.

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

95. **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 in good faith prior to seeking Court intervention.

96. **Counterparts.** This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

97. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, this Agreement is intended solely for the benefit of the Parties and the Releasing Parties, and no other person or entity shall be deemed a third-party beneficiary of this Agreement or have standing

to enforce any term of this Agreement, including, without limitation, any insurer or reinsurer of any Party or Released Party.

98. **Notices.** All notices required under this Agreement shall be provided by email and/or overnight mail to counsel of record at the addresses set forth below (or as later updated by written notice):

J. Austin Moore
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
moore@stuevesiegel.com

Maureen M. Brady
MCSHANE & BRADY, LLC
4006 Central
Kansas City, MO 64111
mbrady@mcsbanebradylaw.com

Phyllis A. Norman
NORMAN & GRAVES LLC
4505 Madison Avenue, Suite 220
Kansas City, MO 64111
phyllis@ngkclaw.com

All notices to Defendants provided for herein, shall be sent by email and/or overnight mail to:

Daniel J. Mirarchi
GORDON REES SCULLY MANSUKHANI
Three Logan Square, 1717 Arch Street, Suite 610
Philadelphia, PA 19103
dmirarchi@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

99. **Authority.** 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.

[SIGNATURES ON FOLLOWING PAGE]

By: 
Daniel J. Mirarchi
GORDON REES SCULLY MANSUKHANI

Date: 4/6/2026

Counsel for Defendants

By: _____
J. Austin Moore
STUEVE SIEGEL HANSON LLP

Date: _____

By: _____
Maureen M. Brady
MCSHANE & BRADY, LLC

Date: _____

By: _____
Phyllis A. Norman
NORMAN & GRAVES LLC

Date: _____

Counsel for Plaintiffs and the Settlement Class

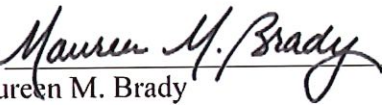
By: _____
Daniel J. Mirarchi
GORDON REES SCULLY MANSUKHANI

Date: _____

Counsel for Defendants

By: _____
J. Austin Moore
STUEVE SIEGEL HANSON LLP

Date: April 6, 2026

By: _____
Maureen M. Brady
MC SHANE & BRADY, LLC

Date: April 6, 2026

By: _____
Phyllis A. Norman
NORMAN & GRAVES LLC

Date: April 6, 2026

Counsel for Plaintiffs and the Settlement Class

Exhibit 1 to Settlement Agreement

(Long Form Notice, Email Notice, Postcard Notice)

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, a medical and three-bureau credit monitoring service designed to protect against medical identity theft and fraud.
- 4. Business Practice Commitments:** Defendants have agreed to implement and maintain certain business practice commitments relating to its information security program from the Effective date of Settlement through DATE.

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: DATE	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: DATE	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: DATE	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 FAQ #21 .
ATTEND THE FINAL APPROVAL HEARING DATE	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, [WEBSITE](#).

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-XXX-XXX-XXXX, emailing INSERT EMAIL ADDRESS 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:
 - o how many people submit valid claims, and
 - o 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, [WEBSITE](#).

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 [WEBSITE](#).

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 [WEBSITE](#) 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 [DATE](#). Claim Forms submitted by mail must be received or postmarked no later than [DATE](#).

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

[CFM Settlement](#)
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 a Claim Form be mailed to them by calling toll-free 1-[XXX-XXX-XXXX](#) or by writing to the Settlement Administrator.

Mail: [CFM Settlement](#), Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [Email Address](#).

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 **WEBSITE** 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 **[DATE]** and will be available to view on the settlement website at **WEBSITE**.

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 file a timely 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 **DATE**, or received with a postmark date no later than **DATE**.

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 **the Objection Deadline**.

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 **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check **WEBSITE** 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 [WEBSITE](#). You may also contact the Settlement Administrator by mail or email:

Mail: [CFM Settlement](#), 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: [Email Address](#)

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

EMAIL NOTICE

From: Settlement Administrator

To: «Class Member Email Address»

Subject Line: Highfill v. Clay-Platte Family Medicine Clinic, P.C. – Notice of Proposed Class Action Settlement

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«Class Member Name»

Confidential Legal Communication – Intended Only for the Named Recipient.

If You Are Not the Intended Recipient, Please Do Not Review, Copy, or Distribute.

LEGAL NOTICE

You may claim benefits from a class action settlement including a cash payment and free monitoring services.

Important details are contained in this Court-approved Notice.

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

A class action settlement has been reached in a lawsuit against Clay-Platte Family Medicine Clinic and related clinics arising out of a June 2024 data incident that may have affected your personal information. The lawsuit is captioned: *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.*, No. 4:24-cv-00704-SRB (W.D. Mo.).

You are receiving this notice because Defendants' records indicate you are a Settlement Class Member. Under the Settlement, you may claim the following benefits:

1. **Reimbursement for Documented Losses.** If you spent money or incurred losses as a result of the Data Incident, you may submit a Claim Form for reimbursement of up to \$15,000. Supporting documentation for losses related to the data security incident is required. Claims for Documented Losses must be submitted online at **WEBSITE** by **DATE**, where you will be required to upload documentation. You may also call 1-**XXX-XXX-XXXX** for assistance.
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. You can claim this benefit by submitting a Claim Form at **WEBSITE** by **DATE**.
3. **Free Medical and Credit Monitoring Services.** You may claim three years of free Medical and Credit Monitoring Services by submitting a Claim Form at **WEBSITE** by **DATE**.

EMAIL NOTICE

You can also download a Claim Form from **WEBSITE** to complete and submit by mail. Claim Forms submitted by mail must be postmarked no later than **DATE**.

Your Other Options

If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Defendants and the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement by **DATE**. Please visit **WEBSITE** for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You

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 you and 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. Class Counsel shall request an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund, reimbursement of reasonable costs and expenses, and Service Awards not to exceed \$2,500 for each of the Named Plaintiffs.

The Final Approval Hearing

The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **WEBSITE** for updates.

This Notice is only a Summary.

For more information, visit **WEBSITE or call toll-free 1-XXX-XXX-XXXX.**

[Unsubscribe](#)

POSTCARD NOTICE

LEGAL NOTICE

**You may claim benefits from
a class action settlement
including a cash payment
and free monitoring services.**

Important details are contained in the
enclosed Court-approved notice.

**CONFIDENTIAL LEGAL INFORMATION –
TO BE OPENED BY THE ADDRESSEE ONLY.**

CFM Settlement

c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID»
«FIRST NAME» «LAST NAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

CFM SETTLEMENT CLAIM FORM

«BARCODE»

Complete this Claim Form if you want to receive a Cash Fund Payment and/or Medical & Credit Monitoring Services. Visit **WEBSITE** to submit a claim for the Documented Loss Payment (documentation required).

Check the box to indicate which benefit(s) you want to receive and provide the required information.

☐ **Cash Fund Payment.** Select a payment method: ☐ PayPal ☐ Venmo ☐ Zelle

Email address or mobile number associated with your selection: _____

For more information, including disclosures and terms and conditions related to PayPal, Venmo, and Zelle digital payment options, please visit «insert link».

☐ **Medical & Credit Monitoring.**

Provide an email address to receive enrollment instructions: _____

Affirmation and Signature: I swear and affirm under penalty of perjury under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my knowledge or recollection and that I am a Participating Settlement Class Member and I have not opted out of the Settlement.

«**BARCODE**»

A class action settlement has been reached in a lawsuit against Clay-Platte Family Medicine Clinic and related clinics arising out of a June 2024 data incident that may have affected your personal information. The lawsuit is captioned: *Highfill, et al. v. Clay-Platte Family Medicine Clinic, P.C., et al.*, No. 4:24-cv-00704-SRB (W.D. Mo.).

You are receiving this notice because Defendants' records indicate you are a Settlement Class Member. Under the Settlement, you may claim the following benefits:

1. **Reimbursement for Documented Losses.** If you spent money or incurred losses as a result of the Data Incident, you may submit a Claim Form for reimbursement of up to \$15,000. Supporting documentation is required. Claims for Documented Losses must be submitted online at **WEBSITE** by **DATE**, where you will be required to upload documentation. You may also call 1-**XXX-XXX-XXXX** for assistance.
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. You can claim this benefit by checking the box on this postcard, providing your selected payment method, and submitting by mail postmarked no later than **DATE**, or by submitting a Claim Form at **WEBSITE** by **DATE**.
3. **Free Medical and Credit Monitoring Services.** You may claim three years of free Medical and Credit Monitoring Services by checking the box on this postcard, providing your email address, and submitting by mail postmarked no later than **DATE**, or by submitting a Claim Form at **WEBSITE** by **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Defendants and the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement by **DATE**. Please visit **WEBSITE** for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. 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 you and 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. Class Counsel shall request an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund, reimbursement of reasonable costs and expenses, and Service Awards not to exceed \$2,500 for each of the Named Plaintiffs.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so.

The date or time of the hearing may change, so please check **WEBSITE** for updates.

This Notice is only a Summary. For more information, visit **WEBSITE, call toll-free 1-XXX-XXX-XXXX, or scan the QR:**

QR
CODE

PLACE
STAMP
HERE

CFM Settlement

**Attn: Claim Form Submissions
1650 Arch Street, Suite 2210
Philadelphia, PA 19103**

Exhibit 2 to Settlement Agreement

(Claim Form)

Must be postmarked
or submitted online
NO LATER THAN
DATE

CFM SETTLEMENT
ATTN: CLAIM FORMS 1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

CFM-CLAIM

Clay-Platte Settlement Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

A class action settlement has been reached in a lawsuit against Clay-Platte Family Medicine Clinic and related clinics arising out of a June 2024 data incident that may have affected your personal information.

The easiest way to submit a claim is online at **WEBSITE**, or you can complete and mail this Claim Form to the mailing address above. To receive any of the below benefits, you must submit the Claim Form below by mail or file a claim online by **DATE**.

You may submit a claim for one or more of these benefits:

1. **Reimbursement for Documented Losses.** If you spent money or incurred losses as a result of the Data Incident, 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, a medical and three-bureau credit monitoring service designed to protect against medical identity theft and fraud.

* * *

Claims must be submitted online or mailed by **DATE**. Use the address at the top of this form for mailed claims.

Please note: the Settlement Administrator may contact you to request additional documents to process your claim.

For more information and complete instructions visit
WEBSITE

Settlement benefits will be distributed only after the Settlement is approved by the Court.

Must be postmarked
or submitted online
NO LATER THAN
DATE

CFM SETTLEMENT
ATTN: CLAIM FORMS1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

CFM-CLAIM

Your Information

We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing **WEBSITE**.

1. NAME:	First	Middle Initial	Last
2. MAILING ADDRESS:	Street Address		
	Apt. No.		
	City		
	State		
	Zip		
3. PHONE NUMBER:			
4. EMAIL ADDRESS:			
5. NOTICE ID (X-digit number provided on notice, if known):			

Cash Payment: Money You Lost or Spent

If you lost or spent money trying to prevent or recover from fraud or identity theft caused by the Data Breach and have not been reimbursed for that money, you can receive reimbursement for up to \$15,000. If you are not claiming this benefit, you may proceed to the next section.

If you are claiming this benefit, it is important for you to send documents that show what happened and how much you lost or spent, so that you can be repaid. The documents must show that your claimed losses are fairly traceable the Data Breach, meaning they were reasonably incurred after June 26, 2024.

Must be postmarked
or submitted online
NO LATER THAN
DATE

CFM SETTLEMENT
ATTN: CLAIM FORMS1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

CFM-CLAIM

Loss Type and Examples of Documents	Approximate Amount of Expense and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Breach)
☐ Costs or expenses incurred in connection with taking measures to mitigate identity theft or fraud <i>Examples: Receipts for costs incurred associated with</i>	\$ Date:	
☐ Credit monitoring and identity theft protection purchased on or after June 26, 2024, through the date of your Claim submission <i>Examples: Receipts or statements for credit monitoring or other mitigative services</i>	\$ Date:	
☐ Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information on or after June 26, 2024 <i>Examples: Account statement with unauthorized charges highlighted; police reports; IRS documents; FTC Identity Theft Reports; letters refusing to refund fraudulent charges</i>	\$ Date:	
☐ Professional fees paid to address identity theft on or after June 26, 2024 <i>Examples: Receipts, bills, and invoices from accountants, lawyers, or others</i>	\$ Date:	

Must be postmarked
or submitted online
NO LATER THAN
DATE

CFM SETTLEMENT
ATTN: CLAIM FORMS1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

CFM-CLAIM

☐ Other expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges related to the Data Breach <i>Examples: Phone bills, receipts, detailed list of places you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ Date:	
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Cash Fund Payment

If you did not submit a claim for a documented loss payment, check this box if you wish to claim a cash fund payment.

Yes ☐

By checking this box, I acknowledge that cash fund payments are not guaranteed and the amounts of these payments will depend on the number of individuals who submit valid claims.

Payment Selection

Please select **one** of the following payment options: ☐ PayPal ☐ Venmo ☐ Zelle

Provide the email address or mobile number associated with selection:

For more information, including disclosures, terms and conditions, related to PayPal, Venmo, and Zelle digital payment options, visit «insert link».

If you do not select a payment method and your claim is approved for payment, a paper check will be sent to the address you provided in Section I above.

Must be postmarked
or submitted online
NO LATER THAN
DATE

CFM SETTLEMENT
ATTN: CLAIM FORMS 1650 ARCH STREET, SUITE 2210
PHILADELPHIA, PA 19103

CFM-CLAIM

Free Medical and Credit Monitoring

Would you like to enroll in three years of CyEx Medical Shield, a medical and three-bureau credit monitoring service designed to protect against medical identity theft and fraud?

Yes ☐

Please provide the email address where you would like to receive the activation code (if different from above) _____

Signature

By signing below and submitting this Claim Form, I swear and affirm under penalty of perjury under the laws of the United States that: (1) the information supplied in this Claim Form and any documents submitted in support of my are true and correct to the best of my knowledge or recollection; (2) 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; and (3) I am a Participating Settlement Class Member and I have not opted out of the Settlement.

Signature:

Date:

Print Name:

REMINDER: You can submit your claim online at **WEBSITE**. If you choose to submit your claim by mail, this form must be completed, signed, and sent to the Settlement Administrator, postmarked no later than **DATE**, and addressed to: **ADDRESS**