

Notice of In re Dakota Eye Institute Data Security Litigation

If you received a Notice Letter of a cybersecurity incident discovered in October 2023, you may be entitled to benefits from a class action settlement.

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

Please read this Notice carefully and completely; your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Dakota Eye Institute LLP (“DEI” or “Defendant”) claiming negligence, violations of N.D.C.C. § 51-22, unjust enrichment, breach of implied contract, and declaratory judgment. Plaintiffs alleged both individually and on behalf of a nationwide Class that, as a result of the DEI Data Breach discovered in October 2023, Plaintiffs and Settlement Class Members suffered numerous injuries and would likely suffer additional harm in the future.
- If you are a person residing in the United States whose Private Information was compromised in the DEI Data Breach, you may be eligible to claim Out-of-Pocket Losses, Extraordinary Losses, and a two-year membership of single-bureau (“1B”) credit monitoring with at least \$1,000,000 in fraud insurance.
- In lieu of credit monitoring services, you may also be eligible to receive a \$45 cash payment, increased or decreased depending upon the number of claims filed.
- To receive reimbursement for documented losses, credit monitoring services, or a cash payment, you must complete and submit a Claim Form.
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options	
SUBMIT A CLAIM FORM	The only way to get a payment or credit monitoring from this Settlement.
EXCLUDE YOURSELF BY OPTING OUT FROM THE SETTLEMENT	Do not get a settlement payment. This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this case and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get a cash payment or credit monitoring services, and you will give up certain legal rights.

- 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. If the Court denies final approval, the Settlement will be null and void and the litigation will continue with the Defendant.

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BASIC INFORMATION

1. Why is Notice being provided?

The Court directed that Notice be provided because you have a right to know about a proposed settlement that has been reached in a class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge David C. Norton is overseeing this class action. The case is known as *In re Dakota Eye Institute Data Security Litigation*, Case No. 08:2023-cv-02710, currently pending in the District Court of North Dakota, South Central Judicial District, Burleigh County. The people who filed the lawsuit are called Plaintiffs and the company they sued, Dakota Eye Institute LLP, is called "DEI" or the Defendant.

2. What is this lawsuit about?

The lawsuit claims (1) in October 2023 an unauthorized third party gained access and removed certain files from Defendant's system (the "Data Breach"), (2) the Data Breach exposed full names, dates of birth, health insurance information, medical information, and Social Security numbers ("Private Information") of Plaintiffs' and Settlement Class Members', (3) on or around October 31, 2023, Defendant sent a Notice Letter ("Notice Letter") to the impacted individuals providing a description of the type of Private Information involved.

Defendant has denied and continues to deny any and all allegations of wrongdoing, fault, liability, or damage of any kind.

3. What is a class action?

In a class action, one or more people called class representatives (in this Action, Leo Bitterman, Dion Wolbaum II, Amy Ebel-Delorme, Dennis Johnston, and Vhonda Condry) sue on behalf of themselves and other people who have similar claims. Together, all these people are called class or class members. One court resolves the issues for all class members, except for people who exclude themselves from the settlement class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, the Plaintiffs negotiated a settlement with the Defendant that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows the Settlement Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlement is best for all the Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class is defined as: "All natural persons residing in the United States whose Private Information was compromised in the Data Breach of Dakota Eye Institute LLC, which was disclosed to the public on or about October 31, 2023 (the "Class")."

There are approximately 107,143 Settlement Class Members.

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (i) the Judge assigned to evaluate the fairness of this Settlement (including any members of the Court's staff assigned to this case); (ii) Defendant's officers and directors; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator, at 1-888-999-6795, or you can visit www.DakotaEyeSecurityIncident.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Under the Settlement, the Defendant will establish a non-reversionary settlement fund which shall be deposited into the Escrow Account, which shall not exceed One Million Dollars (\$1,000,000). These funds will be used to pay for all valid claims made by Settlement Class Members, notice and administration costs, service awards to the Class Representatives, and attorneys' fees and costs. Any remaining funds will be distributed to one or more Court-approved charitable organizations as a *cy pres* distribution.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for one or more of the following settlement benefits.

Ordinary Out-of-Pocket Losses: Every Settlement Class Member may submit a claim for up to \$1,000 each for out-of-pocket expenses and losses, which are unreimbursed costs, expenditures, or losses incurred by a Settlement Class member that are reasonably traceable to the Data Breach. **You must provide proper documentation to make a successful claim for Out-of-Pocket Losses.**

Extraordinary Losses: All members of the Settlement Class who have suffered a monetary loss arising out of or related to identity theft and who submit a Valid Claim using the Claim Form are eligible for up to \$5,000. **You must provide proper documentation to make a successful claim for Extraordinary Losses.**

Claims for Monetary Losses and Extraordinary Losses are subject to a *pro rata* decrease depending upon the number of claims filed and approved.

Credit Monitoring Services: DEI will pay for credit monitoring services as follows. All Settlement Class Members shall be offered a two-year membership of single-bureau (“1B”) credit monitoring with at least \$1,000,000 in fraud insurance.

Alternate Cash Payments: In lieu of Credit Monitoring Services, Settlement Class Members may elect to receive a cash payment in the amount of Forty-Five Dollars (\$45).

10. What am I giving up if I stay in the Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties concerning the claims released by this Settlement. The Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at www.DakotaEyeSecurityIncident.com.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

11. How can I get a payment?

To qualify for a cash payment, you must complete and submit a Claim Form by **January 12, 2026**. Claim Forms are available and may be filed online at www.DakotaEyeSecurityIncident.com. Claim Forms are also available by calling 1-888-999-6795, or by writing to: DED9 Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132.

Be sure to read the Claim Form instructions carefully, include all required information, and your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

12. When will I get my payment?

The Court will hold a Final Approval Hearing on January 12, 2026, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take them, perhaps more than a year. Payments and credit monitoring services will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, www.DakotaEyeSecurityIncident.com.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court appointed Nathan D. Prosser of Hellmuth & Johnson PLLC, and Philip Krzeski of Chestnut Cambronne to represent you and the other the Settlement Class Members. These lawyers are called Class Counsel. These lawyers and their firms are experienced in handling similar cases. You will not be charged for their services.

14. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Defendant will pay \$350,000 to Plaintiffs’ Counsel for attorneys’ fees and expenses and agrees not to challenge a petition for an award of attorneys’ fees and reasonable expenses of \$350,000. Any attorneys’ fees, costs, expenses, or service awards shall be paid to Class Counsel within 12 days from the Effective Date.

The Settlement Class is represented by the Plaintiffs named above, who have been designated as the “Class Representatives.” Class Representatives may make a claim for benefits like all other Settlement Class Members but will also each request a \$2,000 award for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel, as well as the amount of the service awards for the Class Representatives. Class Counsel will file an application for fees, expenses, and service awards no later than November 28, 2025. The application will be available on the Settlement Website, www.DakotaEyeSecurityIncident.com, or you can request a copy by contacting the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue the Defendant or released parties on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

You may opt out of the Settlement by December 13, 2025. To opt out, you must complete and submit an Exclusion Request Form online at www.DakotaEyeSecurityIncident.com, or send a letter to the Settlement Administrator containing:

- Your full name and current address;
- A clear statement stating you elect to be excluded from the Settlement in *In re Dakota Eye Institute Data Security Litigation*, No. 08-2023-cv-02710; and
- Your signature.

You must submit your Exclusion Request Form online by December 13, 2025, or by mail postmarked no later than December 13, 2025, to:

DED9 Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

17. If I am a Settlement Class Member and don’t opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

18. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment or credit monitoring services as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement, you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided, and you will be deemed to have excluded yourself.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve the Settlement. You can’t ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. The Court will consider your views before making a decision. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

1. The case name and number (*In re Dakota Eye Institute Data Security Litigation*, Case No. 08-2023-cv-02710);
2. Your full name, current address, telephone number, and email address;
3. A sworn statement or documentation indicating that you are a member of the Settlement Class;
4. The reasons why you object to the Settlement, including any documents supporting your objection;
5. The name, address, and telephone number of your attorney (if any) representing you in your objection, including any former or current counsel who may be entitled to compensation for any reason if your objection is successful, and legal and factual support for the right to such compensation;
6. A statement indicating whether you or your attorney intend to appear at the Final Approval Hearing;

7. If you have retained an attorney and your attorney will appear at the Final Approval Hearing:
 - a. The name, address, telephone number, and email address of your attorney;
 - b. A list of all persons who will be called to testify in support of the objection;
 - c. Copies of any papers, briefs, or other documents upon which the objection is based;
 - d. A list of all other class actions in which you or your attorney has been involved in presenting objections over the last five years (whether or not you or your attorney appeared in the matter);
 - e. Your attorney's signature; and
8. Your signature.

Completed objections must be submitted online at www.DakotaEyeSecurityIncident.com by December 13, 2025, or mailed to DED9 Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132, postmarked by December 13, 2025.

20. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. Excluding yourself is telling the Court you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing (also called the Fairness Hearing) at January 12, 2026 at 9:00 a.m., at the United States Courthouse for the District of South Carolina, Charleston Division, located at 85 Broad Street, Charleston, South Carolina 29401, before Judge David C. Norton. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who asked to speak at the hearing. The Court will also decide whether to approve payments of fees, expenses, and service awards.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, www.DakotaEyeSecurityIncident.com, for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you should include a statement in your written objection (*see* Question 19) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. It is in the judge's discretion to let you speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Class.

IF I DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will not receive a cash payment or credit monitoring services from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

This Notice summarizes the proposed Settlement—more details are available in the Settlement Agreement and other case documents available at www.DakotaEyeSecurityIncident.com. You may also call 1-888-999-6795, or write to the *In re Dakota Eye Institute Data Security Litigation*, Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132.

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